MICHAEL K. JEANES Clerk of the Superior Court Law Offices of Robert R. Jung By ANA-MARIE JAMES, Deputy Date 02/06/2009 Time 01:36 PM 1:36 1 Robert R. Jung (014198) Attorney at Law Description 8ty Amount CASE# CV2009-0035/5 - 003575 2 21001 N. Tatum Blvd., Ste 1630-725 Phoenix, AZ 85050 CON NO TRIAL FEE 001 286.00 Office: 480,704,5030 Fax: 480.907.2692 TOTAL ANOUNT 286.00 Receipt# 00010639757 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA 5 IN AND FOR THE COUNTY OF MARICOPA 6 7 )Case No.: CIBNEY R. BELLO, 8 Plaintiff. G VS. 10 CV2009 003575 11 WASHINGTON MUTUAL BANK, FSA; LONG BEACH MORTGAGE COMPANY; LONG 12 BEACH SECURITIES CORPORATION: LONG 13 BEACH MORTGAGE LOAN TRUST 2006-6; VERIFIED COMPLAINT DEUTSCHE BANK NATIONAL TRUST COMPANY, N.A.; WAMU CAPITAL CORPORATION: PACIFIC GOLD MORTGAGE 15 **JURY TRIAL REQUESTED** GROUP, LLC.; CREDIT SUISSE 16 INTERNATIONAL; CALIFORNIA RECONVEYANCE COMPANY: JOHN DOES 1-17 1000; JANE DOES 1-1000; ABC CORPORATIONS I-XX: AND XYZ 18 PARTNERSHIPS I-XX 19 Defendants 20 21 22 BRIEF IN SUPPORT OF MOTION FOR TEMPORARY RESTRAINING ORDER 23 Plaintiff, CIBNEY R. BELLO, has filed the instant lawsuit against Defendants 24 WASHINGTON MUTUAL BANK, FSA; LONG BEACH MORTGAGE COMPANY; LONG 25 BEACH SECURITIES CORPORATION; LONG BEACH MORTGAGE LOAN TRUST 2006-26 6; DEUTSCHE BANK NATIONAL TRUST COMPANY, N.A.; WAMU CAPITAL 27 CORPORATION; PACIFIC GOLD MORTGAGE GROUP, LLC.; CREDIT SUISSE 28

INTERNATIONAL; CALIFORNIA RECONVEYANCE COMPANY; JOHN DOES 1-1000;
JANE DOES 1-1000; ABC CORPORATIONS I-XX; AND XYZ PARTNERSHIPS I-XX
alleging violations of the Truth in Lending Act, the Real Estate Settlement Process Act, and state
law arising from a mortgage loan between the parties. Because Defendants WASHINGTON
MUTUAL BANK, FSA., and CALIFORNIA RECONVEYANCE COMPANY have failed to
adjourn the Trustee's sale scheduled for February 09, 2009 at 10:00 AM (EXHIBIT M Note:
Sale is currently postponed from original sale date of December 29, 2008), Plaintiff has filed a
Motion for Temporary Restraining Order.

#### I. JURISDICTION AND VENUE

- This Court has Jurisdiction over matters related to the emergency, injunctive, provisional and equitable relief sought herein, pursuant to the agreements of the parties referenced below.
- The facts and circumstances that brought the plaintiff under Arizona State Court jurisdiction are that this complaint involves violations of Federal and State Law and the plaintiff and defendants are citizens of different states.
- As a whole, the complaint is based on actual count of facts and claims based on State and Federal Law since plaintiff has pursued and exhausted all administrative remedies prior the filing of this action in Court.
- 5. The issue is covered by the Rule of law which are A.R.S. § 44-1521, et.seq.; A.R.S. § 33-420, et.seq.; 28 U.S.C § 1331; 28 U.S.C § 1332; 28 U.S.C § 1367; 28 U.S.C § 1391; 15 U.S.C § 1692; 12 U.S.C § 2614; 12 U.S.C. Chapter 38; Jurisdiction, Title 12, Regulation Z, Part 226.1(c)(3).
- This Court has subject matter jurisdiction related to emergency, injunctive, provisional and equitable relief sought herein. Proper venue is within this Honorable Court pursuant Ariz.Rev.Stat.Ann. 12-401, et.seq.
- 7 This action is brought, for among other purposes, to restrain and enjoin the Defendants, their agents, employees, representatives, lawyers, directors and officers, from taking

any action to improperly transfer, dispose of, or use the property of Plaintiffs to foreclose and 1 gain possession of Plaintiffs' Property. 2 **II. THE PARTIES** 3 8 Plaintiff CIBNEY R. BELLO is a married man, living in the State of Arizona at 4 all times relevant to this Complaint. 5 9 Plaintiff is a "consumer" as defined by TILA, 15 U.S.C. §1602(h) and Federal 6 Reserve Board Regulation Z, 12 C.F.R. § 226.2(a)(11). 7 10 Defendant WASHINGTON MUTUAL BANK, a Federal savings Association 8 (SERVICER) and doing business in the State of Arizona. 9 11 Defendant LONG BEACH SECURITIES CORPORATION, upon information 10 and belief, (DEPOSITOR) a corporation organized under the laws of Delaware and doing 11 business in the State of Arizona. 12 12 Defendant LONG BEACH MORTGAGE COMPANY, upon information and 13 belief, (SPONSOR) a corporation organized under the laws of Delaware and doing business in 14 the State of Arizona. 15 13 Defendant LONG BEACH MORTGAGE LOAN TRUST 2006-6, upon 16 information and belief, (ISSUING ENTITY/SPECIAL PURPOSE VEHICLE) a Delaware 17 statutory trust and doing business in the State of Arizona. 18 14 Defendant WAMU CAPITAL CORPORATION, upon information and belief, 19 (UNDERWRITER) a ..... 20 15 Defendant PACIFIC GOLD MORTGAGE GROUP, LLC., upon information and 21 belief, (ORIGINATOR) organized under the laws of t State of Arizona. 22 23 16 Defendant CREDIT SUISSE INTERNATIONAL, upon information and belief (SWAP COUNTERPARTY) a..... 24 17 25 Defendant DEUTSCHE BANK NATIONAL TRUST COMPANY, upon information and belief, (TRUSTEE) a national banking association..... 26 27 28

Defendants JOHN DOES 1-1000; JANE DOES 1-1000; ABC CORPORATIONS I-XX; AND XYZ PARTNERSHIPS I-XX are persons or entities that are unknown to Plaintiffs. Their capacities are unknown. Plaintiffs allege that they are in some way involved in the actions complained of herein as either independent actors, or as agents or principals of the other named Defendants. Plaintiff will amend this complaint to allege their true identities, capacities and roles as and when they are ascertained.

#### III. SECURITIZATION BACKGROUND

- The participants in the securitization scheme described herein have devised business plans to reap millions of dollars in profits at the expense of Plaintiff and other investors in certain trust funds.
- The mortgage market changed in recent years from one in which lenders originated mortgages for retention in their own portfolios to one in which lenders attempted to generate as many mortgage loans as possible for resale on the secondary mortgage market. The goal of lenders, such as Defendants, were to generate high loan volumes, originate loans above market interest rates for the premium prices paid at the secondary market, and becoming the servicers of those loans generated.
- Securitization is the financial technology that integrates the market for residential mortgages with the capital markets. In securitization, investment banks take pools of home loans, carve up the cash flows from those receivables, and convert the cash flows into bonds that are secured by the mortgages. The bonds are variously known as residential mortgage-backed securities (RMBS) or asset-backed securities (ABS).
- Securitization goes by the moniker "structured finance," in part because a securitizer structures the transaction to isolate the loan pool from the original lender. This is accomplished by selling the loan pool to a special purpose vehicle or "SPV" that is owned by, but legally distinct from, the lender. The SPV then resells the loan pool to a second SPV, which is also independent of the lender and takes title to the bundle. The second SPV is typically in the form of a trust. This two-tiered structure protects investors by preventing lenders' creditors from

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reaching the assets backing the securities in case the lender goes bankrupt. Bankruptcy remoteness also boosts ratings of securitized offerings.

- Rating agencies evaluate and rate securitized loan pools. To the extent that SPVs 23 protect investors from the risk of the lender's bankruptcy, it is often possible for the loan bundle to earn a higher rating than the lender itself would receive. In this way, "non-investment grade and unrated originators (the majority of the market) [can] create investment-grade transactions." After the loans are transferred to the second SPV, the investment bank for the issuer, carves the principal and interest payments into tranches of bonds. Then, rating agencies gauge the credit risk of each tranche by comparing the loan pool's characteristics with historical data and forecasting the tranche's performance. In calculating credit risk, however, rating agencies do not assess the suitability of the underlying loans for individual borrowers. The tranche system is termed a "senior-subordinate structure" and is the "predominant structure of choice in subprime RMBS." The tranches are arrayed from the most senior to the most junior, with "as many as five mezzanine or subordinated tranches going down the ratings ladder" from AAA to B. The senior class is the AAA tranche, the mezzanine class consists of the AA and A tranches, and the BBB, BB, B, and unrated classes take the junior position. Any rating of BBB-/Baa3 or above is deemed investment-grade and serves to assuage investors' concerns about the credit quality of the mortgages backing the securities.
- In a feature known as a "waterfall," the senior tranche is paid off before any other tranche. Once the senior tranche is paid off, the next tranche moves to the head of the line for principal payments until all of the tranches are retired. As a result, the junior tranche is the first to absorb any losses and shields the senior tranches from losses due to loan defaults. Only in the extremely unlikely event that losses exceeded the amounts due the holders of the junior tranches would the senior tranches absorb credit losses.

- 25 Before rating agencies issue investment-grade ratings, they insist on added financial cushions known as "credit enhancements." According to rating agencies, when determining the needed level of credit enhancements, they assume catastrophic losses on an order of magnitude of the Great Depression, with the amount of enhancements depending on the rating desired, the type of collateral, and the reliability of the historical pool data.
- 26 Credit enhancements come in two types, internal and external enhancements. Normally, the lender will provide sufficient internal enhancements to boost the offering to an investment-grade rating. If the internal enhancements do not raise the senior tranche to a top AAA rating, monoline insurers or other outside providers may add external enhancements to raise the senior tranche to an AAA.
- Once investment-grade ratings are in hand, the investment bank will price the mortgage-backed securities and sell them to investors, either through a public offering or a private placement. If the offering succeeds as planned, the lender receives two forms of revenue. The first is cash from the sale of the securities. The second is "excess spread," which is the right to any interest on the loans that exceeds the interest paid to the investors after deducting expenses on the asset-backed bonds. In most situations, the present value of the cash proceeds plus the excess spread exceeds the cash that the lender would have received from selling whole loans.

#### IV. DEFENDANTS' MODUS OPERANDI

- 28 Defendants used the information described on paragraphs 19-27 regarding secondary market trends, to develop loan products that could be offered for sale at the secondary market.
- 29 Defendants view Plaintiff as a mean for producing more loans in order to produce mortgage backed securities or mortgage pools to be sold to investors.

- 30 Defendants originated loans with little or no regard to borrowers' long-term ability to afford them and to sustain homeownership, in violation of HOEPA. This scheme was maintained with the knowledge and approval of Defendants.
- Defendants implemented the deceptive scheme through misleading marketing practices designed to sell risky and costly loans to homeowners, the terms and dangers of which they did not understand, including by:
  - a. encouraging borrowers to obtain purchase money financing or refinance with complicated mortgages such as hybrid adjustable rate mortgages (ei.,2/28 and 3/27) or payment option adjustable rate mortgages that were difficult for consumers to understand;
  - b. Marketing the mentioned complex loan products to consumers by emphasizing the very low initial "teaser" or "fixed" rates while obfuscating or misrepresenting the later steep monthly payments and interest rate increases or risk of negative amortization.
- 32 Defendants employed various lending practices to further their deceptive scheme including:
  - use of low or no documentation loans which allowed for no verification of stated income or stated assets or both, or no request for income or asset information at all;
  - b. urging borrowers to encumber their homes up to 100% (or more) of the assessed value;
  - c. Placing borrowers in second mortgages or HELOCs while underestimating and obscuring their total monthly payment obligations.
- Defendants further their deceptive scheme by creating an environment which propelled loan officers to sell the riskiest loans products mentioned above. The compensation system implemented by Defendants encouraged brokers to place homeowners in loans with interest rates higher than those for which they qualified as well as prepayment obligations and balloon payments. This system of compensation aided and encouraged brokers in breaching their

fiduciary duties to borrowers by inducing borrowers to accept unfavorable loan terms without full disclosure of the borrower's options and also compensated brokers beyond the reasonable value of the brokerage services they rendered.

- 34 Defendants cared only about selling increasing numbers of loans at any cost, in order to maximize Defendants' profits on the secondary market. Defendants' deceptive scheme had one primary goal supply the secondary market with as many loans as possible, specifically loans that would yield the highest premiums such as the case of Plaintiff's loan transaction.
- 35 The majority of loans originated by Defendants were sold on the secondary market, either as mortgage-backed securities or as pools of whole loans.
- 36 The typical securitization transaction involving mortgage backed securities is fully described in paragraphs 19-27. EXHIBIT O is a diagram that illustrates the incredible complexity of the loan pooling process and Defendants' interactions among themselves pertaining to plaintiff's loan.
- 37 Defendants often sold the whole loans at a premium, meaning that the purchaser paid Defendants a price in excess of 100% of the total principal amount of the loans included in the loan pool.
- 38 The price paid by purchasers of securities or pools of whole loans varied based on demand for the particular types of loans included in the securitization or sale of whole loans. The characteristics of the loans such as whether the loans are prime or subprime, whether the loans have an adjustable or fixed interest rate, or whether the loans include a prepayment penalty, all influenced the price.
- Various types of loans and loan terms earned greater prices, or "premiums," in the secondary market. For example, investors in mortgages and mortgage backed securities have been willing to pay higher premiums for loans with prepayment penalties and balloon payment as the Plaintiff's loan transaction. Because the prepayment penalty deters borrowers from refinancing early in the life of the loan, it essentially ensures that the income stream from the loan will continue while the payment penalty is in effect. Defendants typically sought to market loans that earned it higher premiums, including loans with prepayment penalties.

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- Defendants develop ways to generate an ever larger volume of the types of loans most demanded by investors. For example, Defendants developed and modified loan products by discussing with investors the prices they would be willing to pay for loans with particular characteristics and subsequently entered into mortgage purchasing agreements with investors. This enable Defendants to determine which loans were most likely to be sold on the secondary market for the highest premiums.
- 41 Further, rather than waiting to sell loans until after they were made, Defendants would sell loans "forward" before loans were funded.
- Loans that were sold forward were sold subject to a set of stipulations between Defendants and the purchaser contained on the mortgage purchasing agreement (usually registered with the U.S. Securities and Exchange Commission). For example, in a sale of whole loans, defendants might agree on April 1 that on June 30 it would deliver 3,500 adjustable rate mortgage loans with an average interest rate of 6%, half of which would be subject to a prepayment penalty, among other characteristics. (None of these loans would have been generated as of April 1). Based on the stipulations regarding the characteristics of the loans to be included in the pool, an investor might agree to pay a price totaling 102.5% of the total face value of the loans. In other words, the purchaser agreed in advance to pay a premium of 2.5%.
- Defendants originated as many loans as possible not only to maximize its profits on the secondary market, but to earn greater profits from servicing the mortgages it sold.
- Defendants engaged in deceptive practices such as offering a low teaser rate for introductory periods. When teaser rate expired, loans immediately become an adjustable rate, in addition to pre-payment penalties.
- 45 Defendants deceptively marketed such loans because those loans could be sold for a higher premium on the secondary market.
- Borrowers, entitled by the low teaser rate, were easily distracted from the fine print in the loan documents and did not fully understand the terms or the financial implications of Defendants' ARMs loan products. Defendants would turn borrowers' attention to the initial low

"teaser" payment and misrepresenting the true risks of their loan products. Defendants' sales approach was to "sell the payment", the initial payment that is.

Defendants would only show on initial documentation the initial teaser monthly payments. Documents provided lead borrower assumed she would make only the minimum payment. Thus, Borrower would not know the monthly payment that would cover accruing interest and escrow until she received the first statement after the expiration of the teaser rate, well after all documents were signed.

Defendants misrepresented true terms of the ARMs by:

- a. misrepresenting the amount of time that the interest rate would be fixed for the loan:
- b. misrepresenting the risk of the ARMs
- c. misrepresenting the fact that the payment rate was not the interest rate;
- d. misrepresenting that the minimum payment would last the entire term of the loan.
- e. misrepresenting how difficult would be for borrowers to refinance a ARM loan with a balloon payment, since after making only minimum payments, negative amortization would eventually take over and the borrower would be upside-down; thus, making refinancing impossible.
- d. misrepresented the fact that ARM included a prepayment penalty in addition to a balloon payment.
- e. misrepresented the effect that making only the minimum payment would have on the prepayment penalty. Negative amortization could cause principal to increase. It also increases the amount of interest, which in turn increases the prepayment penalty.
- f. misrepresented that Defendants would be able to waive prepayment penalty if borrower refinanced with them. However, Defendants would not be able to waive the penalty. The majority of Defendants loans were sold

in the secondary market, thus, limiting their authority to waive such penalty.

- In an effort to increase their loan origination in order to sell them to the secondary market, Defendants relaxed established, generally accepted, underwriting criteria. This would increase the likelihood that borrower would lose their homes.
- Traditionally, lenders required borrowers seeking mortgage loans to document their income, for example by providing W-2s or tax returns, as well as assets. Defendants disregarded such requirements by introducing SISA loans or NINJAs, acronyms for "stated income stated assets" and "no income no job assets" respectively. These loan programs allowed Defendants to make more loans and more quickly in order to sell them in the secondary market.
- 50 Defendants' compensation in the form of yield spread premium, rebates or kickbacks induced many mortgage brokers that would earn Defendants the most profits on the secondary market, regardless that such loans would be detrimental to the borrower.
- A borrower retains the services of a mortgage broker to negotiate and acceptable loan plan. Thus, a mortgage broker would owe fiduciary duty to the borrower. This means that broker would make full and accurate disclosure of loan terms to borrowers, particularly those that might affect the borrower's decision, and to act always in the best interest of the borrower.
- Defendants' compensation to brokers as described on the above paragraph is in violation of RESPA. Such compensation induced brokers to breach their fiduciary duties to borrowers by placing them into loans with a higher interest rate than the rate for which borrowers qualified, in order to increase Defendants profits on the selling of such loans in the secondary market. In addition, Defendants would pay a rebate to a broker for placing borrowers in loans that included prepayment penalty and/or balloon payments. The loans were doom to foreclosure.
- Defendants took advantage of borrowers' innate desire to have a home of their own. Therefore, Defendants induce borrowers into believing that it was looking out for their best interest when offered the mentioned loan products.

#### V. FACTUAL BACKGROUND

- Plaintiff financed the home located at 612 N. Nevada Way, Gilbert, AZ 85233 on or about 6/8/20006.
  - 55 The loan transaction produced the following documents and instruments:
  - a. A Credit Scoring Information (EXHIBIT A) for loan 01-009630 (Primary Loan) shows Plaintiff's credit score of 619 and date of credit score as 5/22/2006. This means that Plaintiff applied for credit on or before 5/22/2006.
  - b. A Credit Scoring Information (EXHIBIT A-1) for loan 01-009630A (Secondary Loan) shows Plaintiff's credit score of 619 and date of credit score as 5/22/2006.
    This means that Plaintiff applied for credit on or before 5/22/2006.
  - c. A Uniform Residential Loan Application (EXHIBIT B) with Borrowers name as: Cibney R. Bello. Interest rate of 6.050%, Amortization Type is ARM 2/38, loan amount \$276,000.00. The document does not have a date or signatures; however, it was given to Plaintiff as a copy.
  - d. A Uniform Residential Loan Application (EXHIBIT B-1) with Borrowers name as: Cibney R. Bello. Interest rate of 10.950%, Amortization Type is ARM 2/38, loan amount \$69,000.00. The document does not have a date or signatures; however, it was given to Plaintiff as a copy.
  - e. A Good Faith Estimate (EXHIBIT C) for Primary Loan, dated 6/8/2006 which is the same day as closing. It shows estimated closing costs of \$4,111.00, and \$6,510.69 for Estimated Settlement Charges. The document is not signed or dated by Plaintiff.
  - f. A Good Faith Estimate (EXHIBIT C-1) for Secondary Loan, dated 6/8/2006 which is the same day as closing. It shows estimated closing costs of \$1,076.00, and \$1,076.00 for Estimated Settlement Charges. The document is not signed or dated by Plaintiff.
  - g. A Settlement Statement (EXHIBIT D) for Primary Loan, dated 6/8/2006. It shows \$2,951.50 loan discount to Pacific Gold Mortgage Group, LLC. The fee was not

- properly disclosed prior to closing. The Total Settlement Charges of \$8,914.56 around \$2,400 higher than the estimate on the GFE (EXHIBIT C).
- h. A Settlement Statement (EXHIBIT D-1) for Secondary Loan, dated 6/8/2006. It shows The Total Settlement Charges of \$1,531.40 around \$450 higher than the estimate on the GFE (EXHIBIT C-1).
- Truth-In-Lending (TIL) Disclosure Statement (EXHIBIT E) for Primary Loan dated 6/08/2006. It shows as Borrower: Cibney R. Bello. Annual Percentage Rate: 6.050%. Finance Charge \$45,7547.40. Amount Financed: \$276,000.00. Total of Payments: \$733,547.40.
- j. Truth-In-Lending (TIL) Disclosure Statement (EXHIBIT E-1) for Secondary Loan dated 6/08/2006. It shows as Borrower: Cibney R. Bello. Annual Percentage Rate: 10.950%. Finance Charge \$166,612.68. Amount Financed: \$69,000.00. Total of Payments: \$235,612.68.
- k. Truth-In-Lending (TIL) Disclosure Statement (EXHIBIT F) for Primary Loan dated 6/08/2006. It shows as Borrower: Cibney R. Bello. Annual Percentage Rate: 9.655%. Finance Charge \$856,960.33. Amount Financed: \$269,073.05. Total of Payments: \$1,126,033.38. The document shows \$55 filing fees.
- Truth-In-Lending (TIL) Disclosure Statement (EXHIBIT F-1) for Secondary Loan dated 6/08/2006. It shows as Borrower: Cibney R. Bello. Annual Percentage Rate: 11.154%. Finance Charge \$167,724.40. Amount Financed: \$67,895.60.
   Total of Payments: \$235,620.00. The document shows \$55 filing fees.
- m. A Fixed/Adjustable Rate Note (EXHIBIT G) for Primary Loan dated 6/8/2006 which is a Borrower's Promise to pay \$276,000.00 to the order of the Lender: PACIFIC GOLD MORTGAGE GROUP, LLC. It shows 6.050% interest rate, initial monthly payments of \$1,528.22, and a cap rate of 12.050%.
- n. A Note (EXHIBIT G-1) for Secondary Loan dated 6/8/2006 which is a Borrower's Promise to pay \$69,000.00 to the order of the Lender: PACIFIC

- GOLD MORTGAGE GROUP, LLC. It shows 10.950% interest rate, initial monthly payments of \$654.50.
- o. A Prepayment Penalty Note (EXHIBIT G-3) for Secondary Loan dated 6/8/2006.

  The prepayment penalty is 3%, 2%, 1% id Plaintiff pay the loan during the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> years after closing respectively.
- p. A Deed of Trust recorded on 6/14/2006 as instrument No.: 2006-0800352 (EXHIBIT H) for Primary Loan shows PACIFIC GOLD MORTGAGE GROUP, LLC., as "lender".
- q. A Deed of Trust recorded on 6/14/2006 as instrument No.: 2006-0800353 (EXHIBIT H-1) for Secondary loan shows PACIFIC GOLD MORTGAGE GROUP, LLC., as "lender".
- r. A Statement of Breach or Non-performance issued by California Reconveyance Company for Washington Mutual Bank, FA, as agent.
- s. A Lost Assignment Affidavit (EXHIBIT J) recorded on 9/25/08 signed by Elizabeth Boutton, Vice President for Washington Mutual Bank. Paragraph three (3) states: "That the assignment referenced in paragraph 2 above [paragraph 2 states: "That that the above referenced Deed of Trust was assigned to WASHINGTON MUTUAL BANK, SUCCESSOR IN INTEREST TO LONG BEACH MORTGAGE COMPANY"] was not recorded as same was apparently lost or misplaced in transmission to the County Recorders office, County of MARICOPA, State of ARIZONA; and said original assignment is not now available for production and recordation." The document was acknowledged on 9/15/08 by Myra L. Gaston in the State of Florida.
- t. A Substitution of Trustee recorded on 9/25/2008 as instrument No.: 2008-0831148 (EXHIBIT K) shows WASHINGTON MUTUAL BANK, SUCCESSOR IN INTEREST TO LONG BEACH MORTGAGE COMPANY appointing CALIFORNIA RECONVEYANCE COMPANY as Trustee. The Instrument is

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signed by Deborah Brignac, as Vice President of Washington Mutual Bank; the instrument is acknowledged in Los Angeles County, California, by Carla Dodd.

- u. A Notice of Trustee's Sale recorded on 9/25/2008 as instrument No.: 2008-0831149 (EXHIBIT L) shows WASHINGTON MUTUAL BANK, SUCCESSOR IN INTEREST TO LONG BEACH MORTGAGE COMPANY, as current Beneficiary. The instrument is signed by Karime Arias as Vice President of CALIFORNIA RECONVEYANCE COMPANY; the instrument is acknowledged in Los Angeles County, California, by Carla Dodd.
- v. A Qualified Written Request, Complaint, Dispute of Debt and Validation of Debt
  Letter, TILA Request (EXHIBIT M) issued by Plaintiff's Counsel to Washington
  Mutual Bank on January 26, 2009
- w. A diagram (EXHIBIT O) that illustrates the incredible complexity of the loan pooling process and Defendants' interactions among themselves pertaining to plaintiff's loan. The diagram is based upon research with the United States Securities and Exchange Commission (File no. 333-131252-04) 8K filling, 10K filling, Prospectus, among other fillings of the mortgage pool of which Plaintiff's loan is part of.

# COUNT ONE: VIOLATION OF THE ARIZONA ASSIGNMENT AND SATISFACTION OF MORTGAGE LAW.

- 56 Plaintiff reaffirms, re-allege and incorporate by reference the foregoing paragraphs.
- 57 Exhibits show no recorded chain of title/interest either as original mortgage holder, assignee, trustee, or successor-in-interest for Defendants.
- 58 County records show inconsistencies, on recorded instruments by Defendants, which create conflict.
- 59 County records show inconsistencies, on recorded instruments by Defendants, which create conflict, for example EXHIBIT G through H-1, the Notes and Deed of Trusts shows PACIFIC GOLD MORTGAGE GROUP, LLC., as the "Lender" and Beneficiary under

the Security Instrument. However, EXHIBITS I, K and L shows that that the Statement of Breach or Non-performance, Notice of Substitution of Trustee and Notice of trustee's Sale alleges WASHINGTON MUTUAL BANK as Beneficiary.

- 60 Defendant WASHINGTON MUTUAL BANK produces a Lost Assignment Affidavit (EXHIBIT J) stating that the assignment from Long Beach Mortgage Company to Washington Mutual Bank is lost and not available for production or recordation. The Affidavit do not bear any authentication in the form of corporate seal or stamp indicating anyone that Washington Mutual Bank authorized this signature. In addition, Affiant does not claim personal knowledge of the lost instrument and does not present the entire chain of custody of the Note.
- There is no proof of an assignment, therefore, Defendants have not satisfied its burden of demonstrating standing at the time of recording the Substitution of trustee and the trustee's Sale.
- 62 Arizona's recording statue requires that all conveyances of real estate be acknowledged and recorded per A.R.S. § 33-412.
  - A land conveyance not notarized and recorded is otherwise void.
- 64 Because Defendants have not proven that the land was acknowledged and recorded BEFORE foreclosure proceeding began, they cannot go forward with the Trustee's Sale unless and until that proof is made.
- There is no proof of any assignment, trust or successor interest recorded on the County records prior to foreclosure proceedings.
- The Deed of Trust is being held after the alleged "sale" to the assignee to the trust.
- Defendants cannot take an equitable assignment of a Deed of Trust because it is not the legal owner of the Deed of Trust.
- A.R.S. § 33-420(A), states that [a] person purporting to claim an interest in, or a lien or encumbrance against, real property, who causes a document asserting such claim to be recorded in the office of the county recorder, knowing or having reason to know that the document is forged, groundless, contains a material misstatement or false claim or is otherwise

74 Plaintiff reaffirms, re-allege and incorporate by reference the foregoing paragraphs.

Plaintiff did not receive the closing documents prior to closing and at the closing Plaintiff was rushed through signing the documents. Plaintiff did not have any reason to suspect that the documents which he would sign at closing would differ in any way from the previous estimates he had been provided by loan Originator; however, the mortgage loan that Defendant ended up with has much higher payment and is an adjustable rate mortgage, that would amortized negatively over time.

The end result of the false and misleading representations and material omissions of Defendants as to the true nature of the mortgage loan actually being processed, which said Defendants had actual knowledge was in direct conflict with the original Plaintiff's stated intentions and directions to said Defendants at the time of original application for the loan, fraudulently caused Plaintiff to execute predatory loan documents.

- At no time whatsoever did Defendants ever advise Plaintiff (nor, as far as Plaintiff can determine, any "investor" in certificates of mortgage-backed securities) that:
  - a. the mortgage loan being processed was not in their best interest;
  - the terms of the mortgage loan being processed were less favorable than
    the fixed-rate loan which Defendants previously advised Plaintiff that they
    qualified for;
  - c. that the mortgage loan was an inter-temporal transaction (transaction where terms, risks, or provisions at the commencement of the transaction differ at a later time) on which Plaintiff was providing cover for Defendants' illegal activities.
  - d. that Plaintiff would likely be placed in a position of default, foreclosure, and deficiency judgment regardless of whether she met her loan obligations once the true lender or true holder(s) in due course appeared;
  - e. that the originating "lender", had no intention of retaining ownership interest in the mortgage loan or fully servicing same and in fact may have

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and probable had already pre-sold the loan, prior to closing, to a third party mortgage aggregator pursuant to previously executed documentation (Assumption and assignment Agreement, Pooling Services Agreement, etc. all executed prior to Plaintiff's "loan Closing."

- that the mortgage loan was actually intended to be repeatedly sold and assigned to multiple third parties, including one or more mortgage aggregators and investment bankers (including but not limited to Defendants DOES 1-10), for the ultimate purpose of bundling the Plaintiff' mortgage with hundreds or perhaps thousands of others as part of a companion, support, or other tranche in connection with the creation of a REMIC security known as a Collateralized Mortgage Obligation ("CMO"), also known as a "mortgage-backed security" to be sold by a securities firm (and which in fact ended up as collateral for Asset-Backed Securities Certificates, created the same year as the closing);
- g. that the mortgage instrument and Promissory Note may be sold, transferred, or assigned separately to separate third parties so that the later "holder" of the Promissory Note may not be in privity with or have the legal right to foreclose in the event of default;
- h. that in connection with the multiple down line resale and assignment of the mortgage and Promissory Note that assignees or purchasers of the Note may make "pay-downs" against the Note which may effect the true amount owed by the Plaintiff on the Note;
- i. that a successive assignee or purchaser of the Note and Mortgage may not, upon assignment or purchase, unilaterally impose property insurance requirements different from those imposed as a condition of the original loan (also known as prohibition against increased forced-placed coverage) without the Plaintiff' prior notice and consent;

- As a result of the closing and in connection therewith, Defendants placed the Plaintiff into a pool of a sub-prime adjustable rate mortgage programs, with Defendants intentionally misleading Plaintiff and the other borrowers and engaging in material omissions by failing to disclose to Plaintiff and other borrowers the fact that the nature of the mortgage loan applications had been materially changed without Plaintiff's knowledge or consent, and that Plaintiff was being placed into a pool where the usual loan was an adjustable rate mortgage program despite borrowers not being fully qualified for such a program.
- Prior to the closing (6/8/2006), Defendants failed to provide to Plaintiff the preliminary disclosures required by the Truth-In-Lending Act pursuant to 12 CFR (also known as and referred to herein as "Regulation Z) sec. 226.17 and 18, and failed to provide the preliminary disclosures required by the Real Estate Settlement Procedures Act ("RESPA") pursuant to 24 FR sec. 3500.6 and 35007, otherwise known as the GFE.
- As noted by EXHIBIT A and A-1 Plaintiff applied for a residential loan on or before 5/22/2006. However, Plaintiff receive a Uniform Residential Loan applications (EXHIBITS B and B-1), Good Faith Estimates (EXHIBITS C and C-1), Settlement statements (EXHIBITS D and D-1), Preliminary TIL Disclosures (EXIBITS E and E-1), final TIL Disclosures (EXHIBITS F and F-1) on the day of closing 6/8/2006.
- Defendants also intentionally failed and/or refused to provide Plaintiff with various disclosures which would indicate to the Plaintiff that the consumer credit contract entered into was void, illegal, and predatory in nature due in part to the fact that Defendants did not properly disclosed TIL disclosures BEFORE closing date.
- Defendants failed to provide an accurate GFE or Itemization of Amount Financed ("IOAF"), there was no disclosure of a loan discount fee of \$2,951.50 to PACIFIC GOLD MORTGAGE GROUP, LLC, prior to closing.
- As a direct and proximate result of these failures to disclose as required by the Truth-In-Lending Act, Defendants received a Loan Origination Fee (LOF) in a substantial amount of without preliminary disclosure, which is a per se violation of 12 CFR sec. 226.4(a),

226.17 and 18(d) and (c)(1)(iii). The LOF raised the interest rate which was completely unknown to or approved by the Plaintiff, as they did not received the required GFE, IOAF.

- The Note (EXHIBIT G) dated 6/8/2006 shows an interest rate at 6.050%, yet, the final Truth-In-Lending (TIL) Disclosure Statement (EXHIBIT F) dated 6/8/2006 shows at 9.655% APR. This substantial higher interest rate, over the life of the loans, would cost Plaintiffs hundreds of thousands of dollars more than they would have paid if they had been given the rate on the Note. Defendants did not disclose properly Early Disclosures in violation of the Real Estate Settlement Procedures act (RESPA) and the Truth In Lending Act (TILA).
- 85 In addition to the above and below, Defendants fail to provide proper and accurate material disclosures required under the TILA at the time of closing. Specifically Defendants failed to include all of the prepaid finance charges in the amount financed and to accurately state the interest portion of the finance charge.
- The Amount Financed within the TIL is also understated which is a material violation of 12 CFR sec. 226.17 and 18, in addition to 15 USC sec. 1602(u), as the Amount Financed must be completely accurate with no tolerance.
- 87 Defendants were under numerous legal obligations as fiduciaries and had the responsibility for overseeing the purported loan consummation to insure that the consummation was legal, proper, and that Plaintiff received all legally required disclosures pursuant to the Truth-In-Lending Act and RESPA both before and after the closing.
- Plaintiff, not being in the consumer lending, mortgage broker, or residential loan business, reasonably relied upon the Defendants to insure that the consumer credit transaction was legal, proper, and complied with all applicable laws, rules, and Regulations.
- At all times relevant hereto, Defendants regularly extended or offered to extend consumer credit for which a finance charge is or may be imposed or which, by written agreement, is payable in more than four (4) installments and was initially payable to the person the subject of the transaction, rendering Defendants "creditors" within the meaning of the Truth-In-Lending Act, 15 U.S.C. sec. 1602(f) and Regulation Z sec. 226.2 (a)(17).

- 90 At the closing of the subject "loan transaction", Plaintiff executed Promissory Notes and Security Agreements in favor of Defendants as aforesaid. These transactions, designated by Defendants as a Loan, extended consumer credit which was subject to a finance charge and which was initially payable to the Defendants.
- As part of the consumer credit transaction the subject of the closing, Defendants retained a security interest in the subject property which was Plaintiff principal residential dwelling.
- 92 Defendants engaged in a pattern and practice of defrauding Plaintiff in that, during the entire life of the mortgage loan, Defendants failed to properly credit payments made; incorrectly calculated interest on the accounts; and have failed to accurately debit fees.
- Defendants had actual knowledge that the Plaintiff' accounts were not accurate but that Plaintiff would make further payments based on Defendants' inaccurate accounts. Plaintiff made payments based on the improper, inaccurate, and fraudulent representations as to Plaintiff' accounts. As a direct and proximate result of the actions of the Defendants set forth above, Plaintiff overpaid in interest. Defendants also utilized amounts known to the Defendants to be inaccurate to determine the amount allegedly due and owing for purposes of foreclosure.
- As a direct and proximate cause of Defendants' action, Plaintiff has suffered mental anguish, physical illness as direct result of stress caused by Defendants. In addition, Plaintiff has suffered substantial economic harm including but not limited to the loss of equity in the home, and the imminent prospect of being foreclosed and evicted from his home.

WHEREFORE, Plaintiff prays this Court that judgment be entered against Defendants as follows:

- a. Judgment ordering that the Trustee Sale be cancelled immediately;
- Award actual damages to be established at trial pursuant 15 U.S.C. § 1640;
- Award Plaintiff costs and reasonable attorneys fees in accordance with 15
   U.S.C. § 1640;

d. For such other and further equitable relief, declaratory relief and legal damages as may be permitted by law and as the court may consider just and proper.

### COUNT THREE: VIOLATION TO THE HOME OWNERSHIP AND EQUITY PROTECTION ACT (HOEPA), 15 U.S.C. § 1639

- 95 Plaintiff reaffirms, re-allege and incorporate by reference the foregoing paragraphs.
- 96 The transaction entered by Plaintiff and Defendants is a HOEPA mortgage as set forth in 15 U.S.C. § 1602(aa).
- 97 Defendants violated the disclosure requirements for a HOEPA mortgage as set forth in 15 U.S.C. § 1609(a).
- Defendants violated 15 U.S.C. § 1639(h) which prohibits a creditor from engaging in a pattern or practice of extending such credit to consumers based on the consumer's collateral if, considering the consumer's current and expected income, current obligations, and employment status, the consumer will be unable to make the scheduled payments to repay the obligation.
- Oreditor violates Reg. Z, 12 C.F.R. § 226.34(a)(4) if the creditor does not verify and document the borrower's ability to repay. So-called "no-doc" covered loans trigger this presumption. Failing to underwrite loans based on traditional underwriting criteria such as debt-to-income ratio, loan-to-value ratio, FICO score, reserves, and work history. These criteria ensure that a borrower is obtaining a loan that he or she has the resources and assets to repay, and ignoring these criteria results in many loans that bear no relation to borrowers' ability to repay them. This allows the lender to make a quick profit from the origination, but sets the borrower up for default and foreclosure.
- Defendants, entired by the prospect of short-term profits resulting from exorbitant origination fees, and related pricing schemes, took advantage of a rapidly market to convince Plaintiff and other borrowers to enter into loans they could not afford. Often this was accomplished with the help of deceptive practices and promises to refinance at a later date. These

abusive Defendants did not worry about the consequences of default or foreclosure to their business because once made or prior to signing, the loans were sold to the secondary market.

- These practices maximize short-term profit to Defendants without regard to the borrower's best interest, the borrower's ability to repay, or the financial health of underserved minority neighborhoods.
- Defendants issuing of a loan to plaintiff was not because Plaintiff ability to repay it, but rather to take possession of Plaintiff's home. The practice is unfair and unconscionable. Stealing Plaintiff's home does not have a legitimate business justification outweighing the Plaintiff injury.
- Had Plaintiff known of the falsity of Defendants' representations, plaintiff would not have entered into the transactions the subject of this action.
- HOPA was violated since prohibits Defendants from engaging in a pattern or practice of extending high-cost loan without regard to Plaintiff's ability to repay from sources other than encumbered home's equity. Defendants' pattern or practice of such lending entitles Plaintiff to actual and statutory damages under 15 U.S.C. § 1640(a).
- 105 Defendants knew or should have known about their failures to comply with the TILA and HOEPA.
- As a direct and proximate cause of Defendants' action, Plaintiff has suffered mental anguish, physical illness as direct result of stress caused by Defendants. In addition, Plaintiff has suffered substantial economic harm including but not limited to the loss of equity in the home, and the imminent prospect of being foreclosed and evicted from his home.
- Defendants are liable for Plaintiffs' claims arising out of Defendants' failure to comply with the TILA and HOEPA.

WHEREFORE, Plaintiff prays this Court that judgment be entered against Defendants as follows:

- a. Judgment ordering that the Trustee Sale be cancelled immediately;
- b. Plaintiffs be awarded monetary damages available under the law.
- c. Punitive damages available under the law.

- d. This Court declares that Defendants have no legal claim to title of the subject property.
- e. Attorneys fees be awarded to Plaintiffs.
- f. For such other and further equitable relief, declaratory relief and legal damages as may be permitted by law and as the court may consider just and proper.

#### **COUNT FOUR: VIOLATION OF THE UNIFORM COMMERCIAL CODE**

- 108 Plaintiff reaffirms, re-allege and incorporate by reference the foregoing paragraphs.
- The promissory note (EXHIBIT G and G-1) referred to in the Deed of Trust (EXHIBIT H and H-1), is a negotiable instrument, governed by A.R.S. § 44-3104(a), (b) and (e).
- Plaintiffs allege that Defendants do not meet the definition of a Holder-in-Due-course under A.R.S. § 44-3302.
- Plaintiffs also allege that defendants are not entitled to enforce the Deed of Trust, and, therefore, cannot legally go forward with the trustee's sale.
- Defendants, at this time, cannot prove that they have properly transferred possession of the note or Deed of Trust pursuant A.R.S. § 44-3201.
- Defendants are not in possession of the underlying instruments, that is, the promissory Note and Deed of Trust, and therefore, cannot enforce the instrument.
- Defendant Washington Mutual Bank has fail to present proof of the assignment of the Deed of Trust and the Note from Pacific Gold Mortgage Group, LLC to Washington mutual Bank.
- Defendant Washington Mutual Bank has failed to establish that it has legal or equitable interest in the mortgage and underlying debt.
- Ownership of the note and mortgage may be established by the lending documents themselves or by proof that the Defendant Washington Mutual Bank is the owner of the note and mortgage by reason of an assignment of both the Note and mortgage by the owner

- 122 Defendants violated the FDCPA, 15 U.S.C. §1692f, by using unfair and unconscionable means to collect the debt owed by the plaintiff, including the collecting and attempting to collect the debt owed by the Plaintiff.
  - Defendants violated the FDCPA, 15 U.S.C.§ 1692d(1)and (5) and (6) by:
    - a. threatening to foreclosure on the Plaintiff's home even though

      Defendants have no present right to possession of the property
      under its security agreement.
    - b. threatening to take other action prohibited by law;
    - c. causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number, in violation of 15 U.S.C. § 1692d(5);
    - d. the placement of telephone calls without meaningful disclosure of the caller's identity, in violation of 15 U.S.C. § 1692d(6).
- As a direct and proximate cause of Defendants' action, Plaintiff has suffered mental anguish, physical illness as direct result of stress caused by Defendants. In addition, Plaintiff has suffered substantial economic harm including but not limited to the loss of equity in the home, and the imminent prospect of being foreclosed and evicted from his home.

WHEREFORE, Plaintiff prays this Court that judgment be entered against Defendants as follows:

- a. Judgment ordering that the Trustee Sale be cancelled immediately;
- b. Plaintiffs be awarded monetary damages available under the law.
- c. Punitive damages available under the law.
- d. This Court declares that Defendants have no legal claim to title of the subject property.
- e. Attorneys fees be awarded to Plaintiffs.

Plaintiff has suffered substantial economic harm including but not limited to the loss of equity in 1 the home, and the imminent prospect of being foreclosed and evicted from his home. 2 WHEREFORE, Plaintiff prays this Court that judgment be entered against Defendants 3 as follows: 4 Judgment ordering that the Trustee Sale be cancelled immediately; a. 5 b. Plaintiffs be awarded monetary damages available under the law; 6 Punitive damages available under the law; 7 C. d. For actual and consequential damages as may be proved at the time of 8 trial: 9 This Court declares that Defendants have no legal claim to title of the e. 10 subject property; 11 f. Attorneys fees be awarded to Plaintiffs; 12 For such other and further equitable relief, declaratory relief and legal 13 g. damages as may be permitted by law and as the court may consider just 14 and proper. 15 **COUNT EIGHT: VIOLATION TO R.I.C.O. 18 U.S.C. §§ 1961 et seq and A.R.S. § 13-2314** 16 et seg. 17 135 Plaintiff reaffirms, re-allege and incorporate by reference the foregoing 18 paragraphs. 19 20 136 Defendants have used non-judicial means to foreclose on the Plaintiffs' Property. 21 Defendants did not have a legal right to foreclose on said Property. The use of non-judicial means to foreclose on Plaintiffs' Property and collect on the alleged debt is extortions as set forth 22 at A.R.S. § 13-2301(D)(4). 23 137 24 In undertaking the aforesaid acts, Defendants were participating in and have participated in scheme of racketeering as that term is defined in RICO, 18 U.S.C. §§ 1961 et 25 seq. and A.R.S. § 13-2314 et seq. 26 27 Had Plaintiff known of the falsity of Defendants' representations, plaintiff would not have entered into the transactions the subject of this action. 28

As a result of Defendants' misconduct, Plaintiffs have sustained reasonably foreseeable injury to their property by a pattern of racketeering activity in violation of A.R.S. § 13-2314, et seq. and Plaintiffs are thus entitled to the remedies available under RICO in civil

As a direct and proximate cause of Defendants' action, Plaintiff has suffered mental anguish, physical illness as direct result of stress caused by Defendants. In addition, Plaintiff has suffered substantial economic harm including but not limited to the loss of equity in the home, and the imminent prospect of being foreclosed and evicted from his home.

WHEREFORE, Plaintiff prays this Court that judgment be entered against Defendants

- Judgment ordering that the Trustee Sale be cancelled immediately:
- Plaintiffs be awarded monetary damages available under the law;
- Punitive damages available under the law;
- For actual and consequential damages as may be proved at the time of
- This Court declares that Defendants have no legal claim to title of the
- For such other and further equitable relief, declaratory relief and legal damages as may be permitted by law and as the court may consider just
- Plaintiff reaffirms, re-allege and incorporate by reference the foregoing
- The actions by Defendants in foreclosing Plaintiffs' Property in violation of law results in Defendants being unjustly enriched by the payment of fees, insurance proceeds and

143 As a direct and proximate cause of Defendants' action, Plaintiff has suffered mental anguish, physical illness as direct result of stress caused by Defendants. In addition, Plaintiff has suffered substantial economic harm including but not limited to the loss of equity in the home, and the imminent prospect of being foreclosed and evicted from his home.

WHEREFORE, Plaintiff prays this Court that judgment be entered against Defendants as follows:

- a. Judgment ordering that the Trustee Sale be cancelled immediately;
- b. Plaintiffs be awarded monetary damages available under the law;
- c. Punitive damages available under the law;
- d. For actual and consequential damages as may be proved at the time of trial;
- e. This Court declares that Defendants have no legal claim to title of the subject property;
- f. Attorneys fees be awarded to Plaintiffs;
- g. For such other and further equitable relief, declaratory relief and legal damages as may be permitted by law and as the court may consider just and proper.

### COUNT TEN: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

- 144 Plaintiff reaffirms, re-allege and incorporate by reference the foregoing paragraphs.
  - 145 Defendants' actions described above and below are extreme.
  - 146 Defendants intentions are to cause Plaintiffs severe emotional distress.
- 147 As a direct and proximate cause of Defendants' action, Plaintiff has suffered mental anguish, physical illness as direct result of stress caused by Defendants. In addition, Plaintiff has suffered substantial economic harm including but not limited to the loss of equity in the home, and the imminent prospect of being foreclosed and evicted from his home.

WHEREFORE, Plaintiff prays this Court that judgment be entered against Defendants as follows:

as follows:

a.

27

28

Judgment ordering that the Trustee Sale be cancelled immediately;

- b. Plaintiffs be awarded monetary damages available under the law;
- c. Punitive damages available under the law;
- for actual and consequential damages as may be proved at the time of trial;
- e. This Court declares that Defendants have no legal claim to title of the subject property;
- f. Attorneys fees be awarded to Plaintiffs;
- g. For such other and further equitable relief, declaratory relief and legal damages as may be permitted by law and as the court may consider just and proper.

#### COUNT THIRTEEN: BREACH OF FIDUCIARY DUTY

- 160 Plaintiff incorporates the allegations in Paragraphs 1 to 142 above with the same force and effect as if herein set forth
- 161 Fiduciary relationship arises when a party-a "weaker" party in the sense of the ability to protect itself, places trust and confidence in another.
- Defendants by their actions in contracting to provide mortgage loan services and a loan program to plaintiff which was not only to be best suited to the Plaintiff given his income and expenses but by which Plaintiff would also be able to satisfy their obligations without risk of losing their home, where "fiduciaries" in which Plaintiff reposed trust and confidence, especially given that Plaintiff was not and is not investment banker, security dealer, mortgage lender, or mortgage broker.
- 163 Defendants breached their fiduciary duties to the plaintiff by fraudulently inducing Plaintiff to enter into mortgage transaction which was contrary to the Plaintiff's stated intentions; contrary to the Plaintiff's interests; and contrary to the Plaintiff's preservation of his home.
- 164 Had Plaintiff known of the falsity of Defendants' representations, plaintiff would not have entered into the transactions the subject of this action.

As a direct and proximate cause of Defendants' action, Plaintiff has suffered mental anguish, physical illness as direct result of stress caused by Defendants. In addition, Plaintiff has suffered substantial economic harm including but not limited to the loss of equity in the home, and the imminent prospect of being foreclosed and evicted from his home.

#### WHEREFORE, Plaintiff prays this Court to

- a. enjoin Defendants foreclosure procedures and hold an evidentiary hearing to allow Plaintiffs to establish that they have properly exercised their statutory right to rescind the Home Funds Direct mortgage.
- b. Plaintiffs be awarded monetary damages available under the law.
- c. Punitive damages available under the law.
- d. This Court declare that Defendants have no legal claim to title of the subject property.
- e. Attorneys fees be awarded to Plaintiffs.
- f. For such other and further equitable relief, declaratory relief and legal damages as may be permitted by law and as the court may consider just and proper

# COUNT FIFTEEN: VIOLATION OF THE ARIZONA CONSUMER FRAUD ACT. A.R.S. § 44-1521, et seq.

- 166 Plaintiff reaffirms, re-allege and incorporate by reference the foregoing paragraphs.
- 167 Defendants above and below-described actions constitute violations of the Arizona Consumer Fraud Act, A.R.S. § 44-1521, et seq. ("ACFA")
- As result of the Defendants' violations of the ACFA, the Plaintiffs suffered damages in an amount to be determined by this Court.
- Defendants made the misrepresentations described above with the intent and for the purpose of inducing Plaintiffs into signing a predatory agreement for financing and did not provide closing documents required by Arizona and Federal Law.

material facts is itself unfair and deceptive.

g. For such other and further equitable relief, declaratory relief and legal damages as may be permitted by law and as the court may consider just and proper.

# RIGHT TO AMEND

Plaintiff reserves the right to amend this Complaint, asserting other facts and causes of action after investigation and discovery.

### **JURY DEMAND**

Plaintiffs hereby demands trial by jury in the above matter

Dated this 6th day of February, 2009.

A Robert R. Jung

1		CERTIFICATE OF SERVICE
		I HEREBY CERTIFY that a true and correct copy of the foregoing Amended
2	Verified Con	aplaint has been furnished via U.S. Certified Mail Return Receipt Requested to
3	following De	fendants:
4	1.	WASHINGTON MUTUAL BANK, FSA
5		1201 3 <sup>rd</sup> AVE. WMT 0626 Seattle, Washington 98101
6		LONG DE ACH MORTO ACE COMBANIV
7	2.	LONG BEACH MORTGAGE COMPANY 1201 Third Ave. WMT 1706
8		Seattle, Washington 98101
9	3.	LONG BEACH SECURITIES CORPORATION
		1201 Third Ave. WMT 1706
10		Seattle, Washington 98101
11	4.	LONG BEACH MORTGAGE LOAN TRUST 2006-6
12		1201 Third Ave. WMT 1706
13		Seattle, Washington 98101
	5.	DEUTSCHE BANK NATIONAL TRUST COMPANY, N.A.
14	]	280 Park Ave.
15		New York, N.Y. 10017
16	6.	WAMU CAPITAL CORPORATION
17		1201 Third Ave. WMT 0626
		Seattle, Washington 98101
18	7.	PACIFIC GOLD MORTGAGE GROUP, LLC.
19		
20	8.	CREDIT SUISSE INTERNATIONAL
21		One Madison Ave., 2 <sup>nd</sup> Floor New York, N.Y. 10017
21		New York, N.Y. 10017
22	9.	CALIFORNIA RECONVEYANCE COMPANY
23		9200 Oakdale Avenue
24	<u> </u>  -	Chatsworth, CA 91311
25	Dated this 6 <sup>th</sup>	day of February, 2009.
26		
27		In.
28		Robert R. Jung

	STATE OF ARIZONA )	
1		
3	) ss VERIFICATION	
4	COUNTY OF MARICOPA)	
5	a company in part of the could demand and atotag and	
6	I, CIBNEY R. BELLO, being first duly sworn, upon his oath, deposes and states as	
7	follows: That she is the Plaintiff in the above-entitled and numbered matter; that she has read the	
8	foregoing VERIFIED COMPLAINT IN SUPPORT TO: TEMPORARY RESTRAINING	
9	ORDER (TRO), PRELIMINARY AND PERMANENT INJUCTION AND ORDER TO SHOW	
10	CAUSE. EXPEDITED CONSIDERATION REQUESTED in the above captioned Case and	
11	knows the contents thereof that the matters stated therein are true of her own knowledge except	
12	as those matters stated upon information and belief, and as to those matters she believes them to	
13	be true.	
14		
15		
16	Cibney R. Bello	
17	On Jebrua 6, 2009 before me, CEJAR F. S. Lvas a Notary Public in and for	
18	said County and State, personally appeared CISNEY A. BELLO, personally known to me	
20	(or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledge to me that she executed the same in her	
21	authorized capacity and that by her signature on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.	
22		
ł	WITNESS my hand and official seal.	
23	This instrument was acknowledged before me this  asy of the pay 5. She	
24	State of Arizona County of ) ss Maricopa	
25 26	) Notary Public ) My Commission will expire 424/6	
27	Notary Public State of A Maricopa County	rizona
28	Cesar F Silvas My Commission Expires 08/24/2010	

EXHIBIT A

Loan Number: 01-009630

Date: JUNE 8, 2006 Lender: PACIFIC GOLD MORTGAGE GROUP, LLC Borrower: CIBNEY R BELLO Property Address: 612 N NEVADA WAY, GILBERT, ARIZONA 85233 CREDIT SCORING INFORMATION The following consumer reporting agency(ies) provided a credit score that was used by the Lender: **Equifax Credit Information Services** P.O. Box 740241 Atlanta, GA 30374 To order report: 1-800-685-1111 To report fraud: 1-800-525-6285 Web Site: www.equifax.com Current/Most Recent Credit Score: Credit Score Date: Credit Score Range: Key Factors Adversely Affecting Your Credit Score: ☐ TransUnion Consumer Disclosure Center P.O. Box 1000 Chester, PA 19022 To order report: 1-800-888-4213 To report fraud: 1-800-916-8800 Web Site: www.transunion.com Current/Most Recent Credit Score: Credit Score Date: Credit Score Range: Key Factors Adversely Affecting Your Credit Score: P.O. Box 2002 Allen, TX 75013 To order report: 1-888-397-3742 To report fraud: 1-888-397-3742 Web Site: www.experian.com Current/Most Recent Credit Score: 619 Credit Score Date: 05/22/2006 Credit Score Range: 340-820 Key Factors Adversely Affecting Your Credit Score: PROPORTION OF BALANCE TO HIGH CREDIT ON BANKING REVOLVING OR ALL REVOLVING ACCOUNTS LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED INSUFFICIENT OR LACK OF BANK REVOLVING ACCOUNT INFORMATION NUMBER OF ACCOUNTS WITH BALANCES Credit Score Range: Current/Most Recent Credit Score: N/A Credit Score Date: Key Factors Adversely Affecting Your Credit Score:

EXHIBIT A-1

Loan Number: 01-009630A

Date: JUNE 8, 2006 Lender: PACIFIC GOLD MORTGAGE GROUP, LLC Borrower: CIBNEY R BELLO Property Address: 612 N NEVADA WAY, GILBERT, ARIZONA 85233 CREDIT SCORING INFORMATION The following consumer reporting agency(ies) provided a credit score that was used by the Lender: Equifax Credit Information Services P.O. Box 740241 Atlanta, GA 30374 To order report: 1-800-685-1111 To report fraud: 1-800-525-6285 Web Site: www.equifax.com Current/Most Recent Credit Score: Credit Score Date: Credit Score Range: Key Factors Adversely Affecting Your Credit Score: ☐ TransUnion Consumer Disclosure Center P.O. Box 1000 Chester, PA 19022
To order report: 1-800-888-4213
To report fraud: 1-800-916-8800 Web Site: www.transunion.com Current/Most Recent Credit Score: Credit Score Date: Credit Score Range: Key Factors Adversely Affecting Your Credit Score: **Experian National Consumer Assistance Center** P.O. Box 2002 Allen, TX 75013 To order report: 1-888-397-3742 To report fraud: 1-888-397-3742 Web Site: www.experian.com Credit Score Date: 05/22/2006 Credit Score Range: 340-820 Current/Most Recent Credit Score: 619 Key Factors Adversely Affecting Your Credit Score: PROPORTION OF BALANCE TO HIGH CREDIT ON BANKING REVOLVING OR ALL REVOLVING LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED INSUFFICIENT OR LACK OF BANK REVOLVING ACCOUNT INFORMATION NUMBER OF ACCOUNTS WITH BALANCES Current/Most Recent Credit Score: N/A Credit Score Date: Credit Score Range: Key Factors Adversely Affecting Your Credit Score:

**EXHIBIT B** 

# **Uniform Residential Loan Application**

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the "Borrower's (including the Borrower's spouse) will be used as a basis for loan qualification, but his or her Eabilities must be considered because the spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her Eabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Воложег				Co-Borrower										
COLUMBIA POR	STEARN VILLE O	PARTE	PK6, #219	TYPEOFINO	RTGAGE'A	ND TERM	S,Q	LLOA	N-XC-H	世 新华东	II AN	1.50	£41979	· · · · · · · · · · · · · · · · · · ·
Mortgage Applied for:	□VA	Convention USDA/Rura Housing Se	al 🔲	Other (explain		Age	ncy C	ase Nu	mber		ender C	850 N	mber	
Amount		Interest Rate		of Months	Amortizatio	n Type:		Fixed F	tate	Other (				
S	276,000	6.050	3%	480/480	<u> </u>			<u>GPM</u>		ARM (	ype): 2/	38	20124 (004)	<del></del>
		of the spatial de		OPERTYINF	ORMATION	AND PUI	RPO	E OF	LOAN	REAL PROPERTY.	4 2 1 13.5		LNo	of Units
		(street, city, state											1,1	, Q, QIALL
		ilbert, AZ 6523												er Built
SEE PREL		ct Property (attac	u descuba	OLE IN LINCOSSEE!	,,									
Purpose of I	Loan V Pun	chase Const	nuction ruction-Pe		Other (explain)	):		Prop	erty will I Hmary R	oe: esidence [	]Secon	dary R	esidence [	investment
Year Lot	this line if cor Original Cos	struction or cor	struction ount Exis	-permanent to ting Liens	(a) Present V	alue of Lot		(6)	Cost of Im	provements	T	otal (s+	-b)	
Acquired	s	s			\$			\$			s			
Complete t	I * .	is a refinance f	can.					٠					. –	
Year	Original Cos		ount Exis	ting Liens	Purpose of R	efinance		- [1	Describe '	Improvemen	it.		made 🗀	to be made
Acquired	s	s						- 1,	Cost: \$					
Title will be	held in what h									se will be he			1	be held in:
CIBNEY R	BELLO	• •				<del></del>	To	be det	erminec	I in escrow			Leasen	old (shaw
Source of D	Xxvn Payment	, Settlement Char	ges and/o	r Subordinate i	Financing (exp	(pin)							}	
	ALTERIOR OF	DN:												
14.00	FHA'A M	Borrower at	2450	TENTINI BO	ORROWERS	NEORMA	TION	TO THE	地文型	Co Bo	rrowe	* ***		ALC: COM
Воложег'я	Name (include	Jr. or Sr. if applic	able)			Со-Волоч	ver's	Name (	L ebuioni,	r. or Sr. If a	фікарк	•}		
CIBNEY R	BELLO					_						,		
Social Secu	rity Number Ho	ome Phone (incl. as	es code)	OOB (mm/dd/yy	yy) Ynz. School	Social Sec	urity	Number	HomaP	hens (Incl. an	ea code)	DOB	(mm/dd/yyyy	Yns. School
764-28-92	23 41	0-649-0024	- 19	09/10/1982	12				<u> </u>			<u> </u>		<u> </u>
Married Separate		ed (include single, , widowed)	Depende	ents (not listed b	y Co-Borrower	Marrie Separa			named (in read, wide	ciude single, wed)	Depen no.	dents (	not listed by ages	Borrower)
<del></del>		city, state, ZIP)		☑ Rent	1 No. Yrs.	Present A	ddre	ss (stre	et, city, a	tate, ZIP)	0	wn □	Rent	No. Yrs.
	APLEY OR	•				ſ								
Mesa, AZ						ļ								
						Mailing A	ldrae	e K 4M	ecent from	n Present A	ddress			
Mailing Add	dress, if differe	nt from Present A	doress			13 COLINI 153 V		<b>V</b> <sub>1</sub> 1. Whi			••			
						ļ								
If residing	at present at	dress for less t	han two y	ears, comple	te the followi	ng:							1	
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Mesa, AZ	85203					l								
Former Ad	dress (street,	city, state, ZIP)	Own	Rent _	No, Yrs	Former A	ddras	ss (stre	et, city, s	tate, ZIP)	<u> </u>	wn [	Rant	No. Yrs.
						<u> </u>						E-	addi stan "-	orm 85 07/00
Famile Mae CALYX For	Form 1003 0 n Loanapp1.fm	7/05 1 09/05			Pag	e 1 of 5	Во	nower				-	elagne mou fic	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

Name & Address of E		Employed	Yrs. on thi	s Job		Address of Employer		Employed	Yrs. on t	his job
JOSE DIAZ TILE CO		,,	2 yr(s)		1			E.IIp.w300	ì	•
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Гетре, AZ 85283			4	opiolesson	)				1 100 01 410	u o fil n o seic
osition/Title/Type of E	iusiness	Business	Phone (Incl.	area code)	Position	Title/Type of Business		Business 1	Phone (inc	l. area code
FOREMAN		480-820-	9441							
f employed in curre	t position for less ti	han two yes	rs or if curr	ently emplo	yed in mo	re then one position, c	omplete th	e following	,	
varne & Address of Er	nployer Self	Employed	Dates (from	n-to)	Name &	Address of Employer	Self	Employed	Dates (fr	om-lo)
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		Employed	=====	,,, 	,		L. 364	Citibiolen		J. 1
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osition/Title/Type of B	usin <b>03</b> 3	Business i	Phone (incl. a	irea code)	Position/1	Rie/Type of Business		Business F	'none (inci	. area code
7 . A . P. 3714	WE'VE SEVENON	THLY INCO	ME AND CO	MBINED HO	USING EX	PENSEINFORMATION	P. J. Lie	12000	7	. ' /
Gross Nonthly income	Borrower	Co-B	onower	То	ta)	Combined Monthly Housing Expense	Pre	sent	Pr	oposed
ase Empl. Income*	\$ 6,000.00	\$		\$ 6.	00.000	Rent	\$	949.00	2.4	
						First Mortgage (P&I)			\$	1,528,22
						Other Financing (P&I)				654.50
vartima onuses						Hazard Insurance	1		1	70,47
varlima sezuno ommissions		<u> </u>				Real Estate Taxes	1		1	
vertime onuses ommissions ividends/Interest							<del></del>		_	215,63
vertime onuses ommissions ividends/Interest et Rental Income						Mortgage Insurance				215,63
variima onuses ommissions ividends/interest at Rantal Income						Mortgage Insurance Homeowner Assn. Dues				35.00
varims onuses ommissions vidends/interesi at Rental Income ther (before completing, e the notice in 'describe ar income,' below)	\$ 5000.00	5		3 5	000 00	Mortgage Insurance Homeowner Assn. Dues Other:	5	949 40	3	36.00
ventime prusses prusses principal descriptions principal description principal descripti	Notice: Alim	ony, child st	ipport, or se	onal docum parate maint	enance in	Mortgage Insurance Homeowner Assn. Dues	\$ ancial state		\$	35.00 2,504.82
ventime prusses prusses principal descriptions principal description principal descripti	Borrower(s) may be n	equired to p	ipport, or se	onal docum parate maint	entation st tenance in	Mortgage Insurance Homeowner Assn. Dues Other: Total Ich as tax returns and fin	\$ ancial state	ments.	Month	36.00
ventime onuses ommissions ividends/Interesi at Rental Income ther (perse complete, the to the other income, the income, below) otal	Borrower(s) may be n	equired to p	ipport, or se	onal docum parate maint	entation st tenance in	Mortgage Insurance Homeowner Assn. Dues Other: Total Ich as tax returns and fin	\$ ancial state	ments.		35.00 2,504.82

Description ASSETS Cash deposit toward	, M	Cash larket	or Value	debts. inclu	and Pledged Assets. ding automobile loans es, etc. Use continual	s, revolvino charge	accounts, real (	nd account	us, allum	for all outstandi
purchase held by: EARNEST MONEY	•		2,500	satisfied up	on sale of real estate	owned or upon ref	Insocing of the s	ubject pro	perty.	IS WINCH WAR OO
CARITEST MONET			2,500		LIABILITIES		Monthly P		Ųr	paid Balance
List checking and savings account					address of Company		\$ Payment		S	
Name and address of Bank, S&L, or C BANK OF AMERICA	redit Ur	nion		AMERICA	N GRL FINANCE					
					205009004273850		220			7,040
Acet. no.	\$		500	Name and CARICO I	address of Company	•	\$ Payment	Months	\$	
Name and address of Bank, S&L, or C	redit Ur	nion								
				Acct. no. 4	4963 address of Company		\$ Payment		2	1,294
Acct. no.	\$				and an or combany		- reginativ	······································	•	
Name and address of Bank, S&L, or Co	acit Au	ilori		Acct. no.			_			
					address of Company		\$ Payment/	Months	\$	
Acet. no.	\$									
Stocks & Bonds (Company name/number description)	s									
				Acct. no. Name and a	ddress of Company		\$ Payment/	Months	\$	
Life insurance net cash value	\$								l	
Face amount: \$	1			→						
Subtotal Liquid Assets	S		3,000	Acct. no.						
Real estate owned (enter market value from schedule of real estate owned)	\$			Name and a	address of Company		\$ Payment/	Monins	*	
Vested interest in retirement fund	\$			_						
Net worth of business(es) owned (attach financial statement)	\$			Acct no.	<del></del>		4			
Automobiles owned (make and year) 2000 LEXUS	\$		15,000	Alimony/Ch	itd Support/Separate e Payments Owed to	o:	S		3	
Other Assets (itemize) MISC	\$		20,000	Job-Related	Expense (child care	, union dues, etc	.) \$			
				Total Monti	hly Payments		s	288	1	記述的學
Tabal Assess			20.005			20.000	Total Liabi		\$	
Total Assets a.	\$		38,000			29,666	I TOWN CHARM			8,334
Schedule of Real Estate Owned (if øddi Property Address (enter S if sold, PS if	-	•	ies are ow Type of	ned, use contine   Present	Jation sheet) Amount of	1 Gross 1	Mortgage	Insurar Mainten		Net
sale or R if rental being held for income	}	•	Property	Market Value	Morigages & Liens	Rental Income	Payments	Taxes &		Rental Income
		_		\$	\$	\$	\$	\$		\$
					<u> </u>					
		$\dashv$	Totals				<u> </u>	s		\$
List any additional names under which			Totals	•	7		<del></del>			

VIEDETAILS OF TRANS	ACTION 1	Se Market "Li	10 X 11 11 11 11 11 11 11 11 11 11 11 11 1	WINDECLARATION	S: 27		* * *	****
a. Purchase price	\$ 345,000.00	1 10	Yes" to any quest	<del></del>		Волож	er Co-	Borrower
b. Alterations, improvements, repairs	3-3,000,00	please use cor	stinuation sheet for	rexplanation.		Yes h	O Ye	s No
c. Land (if acquired separately)		s. Are there an	y outstanding judgm	ents against you?			ם ומ	
d. Refinance (incl. debts to be paid off)		b. Have you be	en declared bankru;	of within the past 7 years?			ם ומ	] 🖂
e. Estimated prepaid items	2,399.69			d upon or given title or deed i	in lieu thereof		ם ומ	
f. Estimated closing costs	4,111.00	_	yeare?				1	
g. PMI, MIP, Funding Fee	4,111.00	d. Are you spa	rty to a lawsuit?				ם ומ	
h. Discount (if Borrower will pay)				en obilgated on any loan whi			7   □	
i. Total costs (add items a through h)	351,510.69			and foreclosure, or judgment				
j. Subordinate financing	69,000.00	loans, educations	l losns, manufactured	mortgage loans, SBA loans, hon (mobile) home loans, any mor Yes, provide details, including d	tpage, financial		ı	
k. Borrower's closing costs paid by Sel		obligation, bond, o address of Lender	prilipen guarantee. 17° , FHA or VA case numi	Yes," provide details, including d per, if any, and reasons for the ac	ate, name and tion.)			
I. Other Credits (explain)	0,000,00	f. Are you pres	ently delinquent or k	n default on any Federal debi	or any other		Z C	
Cash Deposit	2,500.00			on, bond, or loan guarantee? he preceding question.	,			
•	1 '			, child support, or separate n	Sangganian		, l –	1 1
			the down payment				_ 1	1 =
		1 **	-maker or endorser				_ 1 _	
						د ب	"  "	
		j, Areyous V.	S. citizen?				ם ! ם	
m. Loan amount (exclude PMI, MIP,		k. Are you spe	rmanent resident ali	en?		<b>W</b>	JÌ ⊏	
Funding Fee financed)	276,000.00			roperty as your primary rec	ildence?	<b>3</b>	╗╽⊏	
n, PMI, MIP, Funding Fee financed		1	ets question m below.		_		_	
		J *	-	est in a property in the last If		<b>3</b> 2	ᆚᅡᆫ	لاال
o. Loan amount (add m & n)	1		e of property did you ome (SH), or investr	own-principal residence (PF	4.	PR		
	276,000.00	1		ome-sciely by yourself (S),			-   -	
<ul> <li>p. Cash from/to Borrower (subtract j. k. o from i)</li> </ul>		,		or jointly with another persor	ı (O)?	_ 5	_	
	-1,989.31	1					٠	
may, in addition to any other rights and nem (8) ownership of the Loan ancifor administrate servicers, successors or essigns has made transmission of this application as an "elect video recordings), or my facsimile transmiss application were delivered containing my orig	on of the Loan account may any representation or warm onic record" containing my " sion of this application cont plust written signature.	be transferred with anty, express or im "electronic signatur aining a facsimile o	such notice as may liplied, to me regardir e," as those terms as of my signature, sha	the required by law; (10) neither g the property or the condition e defined in applicable federa il be as effective, enforceable	r Lender nor its in or value of t il and/or state b i and valid as i	agents, he prope sws (exc if a pape	orokers, ity; and luding a ir versio	Insurers, (11) my odio and in of this
Acknowledgement, Each of the undersigner in this application or obtain any information reporting agency.	or data relating to the Loan	, for any legitimate	purpose through an	y source, including a source r	nify or revenily samed in this a	pplicatio	n or se c	contained
Borrower's Signature X	Di	ste	Co-Borrower's Si	mature		Dat	9	
A CONTRACTOR OF THE STATE OF TH	INFORMATION FOR	COVERNMEN		PURPOSESSON	7. 43. 43. 53. C	/;(v	- n 1 20	
The following information is requested by opportunity, fair housing and home moriga not discriminate either on the basis of this i may check more than one designation. If observation and sumame if you have made material to assure that the disclosures sali	the Federal Government for ge disclosure laws. You ar nformation, or on whether you do not furnish ethnicity, to this application in person, afy all requirements to whice	or certain types of re not required to fu rou choose to furni race, or sex, unde If you do not wish	loans related to a d unish this information shill. If you furnish to the federal regulation to furnish the information blect under applicat	weiling in order to monitor th in, but are encouraged to do a he information, please provide s, this lender is required to not mattern, please check the box le state law for the particular	a lander's comes. The taw properties the information below. (Lander type of loan a	npliance tovides the y and raid tion on the trimust of policed for	with eq nat a Le ne. For ne basis ne basis	usi credit nder may race, you of visual
BORROWER I do not wish to fu				I do not wish to furnish t				
Ethnicity: Hispanic or Latino			Ethnicity:	Hispanic or Latino	Not Hisp			
Race: American Indian of Alaska Native		Black or African American	Race:	American Indian or Alaska Native	Aslan   White		lack or drican	\merican
Other Pacific Islan	der ·			Other Pacific Islander				
Sax: Female	Maler		Sex:	Female	Male			
	viewer's Name (print or type NA MARTINEZ	o) 		Name and Address of Inter	viewer's Empl	oyer -		
Face-to-face interview Inter	viewer's Signature	rd ama mdal	Date					
▼ Face-to-face interview Inter Mail Telephone Inter	viewer's Phone Number (in 424-0434	oci. area code)	Date					
▼ Face-to-face interview Inter  Mail  Telephone Inter	viewer's Phone Number (in	· · · · · · · · · · · · · · · · · · ·	Date 4 of 5		Fred	die Mac	Form 65	07/05

EXHIBIT B-1

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower' or "Co-Borrower', as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the "Borrower' (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable taw and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

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Borrower						Bonowe												
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Mortgage Applied for	. □va .: □FH		Convention USDA/Ru Housing S	ral	□ Oii	ner (explai	in);		Ag	ency C	asa f	Number		Lander	Case I	Number		
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Complete t							ione				A	Prunary R	esidence _	_5600	noary r	<u> esidence</u>		zvneni
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Complete t	1	this is a		ioan.			1				•							
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Checking/SELLER C		ITION														l		
				£ 874 43 ) Z G	John William	\$7.5400.00	Ann	OWEGS	Vicopus.	71031	a delive	es de Carriera Carriera	4V262.65	1500	er eas	स्तिक स्टब्स्ट स्टब्स्ट्रिक स्टब्स्ट्रिक	1902-1	د ۱ دمو .
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CIBNEY R		400 U. U	or. a appri	COUNTY					OO BOILUI	TC  5   V	HOLI PO	(KACHESO DI	, U1 U1, II U5	himan	~;			
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764-28-922	3	480-649	-	,	1	/1982		12		,						·		
▼ Married Separated		arried (incl ced, widow		Depend	dents (r	not listed to	by Co	-Воложег)	Married Separa			named (Inc read, wider	lude single, ved)	Deper	sdents (	not listed t	у Волоч	AGL)
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Mesa, AZ 8	15203																	
Mailing Addr	ess, if diffe	erent from	Present A	ddress				<b></b>	Malling Ad	kiress.	# ditt	ferent from	Present Ad	idress				
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If residing a								e followin										
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738 E HOP																		
Mesa, AZ 8	5203																	
Former Add	ress (siree	it, city, sta	te, ZIP)	□ow	n 🗆	Rent		No. Yrs.	Former Ad	dress	(stree	et, city, sta	te, ZIP)	<b>□</b> ∘	wn 🗀	Rent _	N	o. Yrış.
									!									
annie Mae Fr CALYX Form	om 1003 Loanapp1.	07/05 im 09/05						Page	1 of 5	Borro	wer				Fre	ddie Mac F	om 65	07/05

Name & Address of Er	nployer	Self	Employed	Yrs. on thi			ON STATE OF Employer		Employed	Yrs. on	this job
JOSE DIAZ TILE CO 1701 W DRAKE DR	NTRACTO	RINC		2 yr(#)	und in this	ł				3600	*******************************
Tempe, AZ 85283				line of wor	yed in this k/profession					tine of w	ployed in this ant/professio
Position/Title/Type of a	Business		Business	Phone (incl.	area code)	Position/	Title/Type of Business		Business	Phone (in	cl. area code
FOREMAN			480-820-	9441							
		or less th	an two yea	rs or if curr	ently emplo	yed in mo	re than one position, co	mplete th	e following	7:	
Name & Address of Er	nployer	Seff E	Employed	Dates (from	n-Lo)	Name &	Address of Employer	☐ Self	Employed	Dates (	iram-to)
				Monthly in	come					Monthly S	Income
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OTTO WITH MAKE	Median Company	V. MONT	HLYINCO	E AND CO	MBINED HO	USING EX	PENSE INFORMATION			2711	HELD TO
Gross	Τ		T		7.	A-1	Combined Monthly			T.	roposed
Monthly Income lase Empl. Income*		ON OO	\$	OLLOMBL	\$ F	00,00	Rent Expense	S	949,00		gen is Torks
vertime	-	,000.00	<del>                                     </del>			000,00	First Mortgage (P&I)	-	849,00	5	1,528.22
ionuses	<del>}</del>		<del> </del>		<b></b>		Other Financing (P&I)	<del> </del>		1	654.50
Commissions			+				Hazard Insurance			1 -	70.47
Dividends/Interest	<del>                                     </del>		1		_		Real Estate Texes				215.63
let Rental Income	1		1				Mortgage Insurance			1	
	$\overline{}$						Homeowner Assn. Dues				36.00
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se the notice in "describe for income," below)			quired to p	tribbs sbive	onal docum						
as the notice in "describe ther income," below) Total " Self Employed	Borrower(s)	may be re	atv. child st	opert, or \$4	parate main	enance inc	ome need not be reveals have it considered for re	d if the			
Describe Other Income	Borrower(s)	may be re	atv. child st	opert, or \$4	parate maint	enance inc	elseven ed ton been emo:	d if the		Monti	aly Amount
as the notice in "describe ther income," below) Total " Self Employed	Borrower(s)	may be re	atv. child st	opert, or \$4	parate maint	enance inc	elseven ed ton been emo:	d if the		Monti	y Amount

Description ASSETS		ish or ket Value	Liabilities	supporting schedules and Piedged Assets ding automobile loans	List the creditor's r	Comp ame, address a	eted y	Join!! numbe	y Not Join of or all outstand
Cash deposit toward purchase held by:	\$		stock pledo	jes, etc. Use continua on sale of real estate	tion street. If neces	sarv, indicate b	v (") those	- Habilid	ss which will be
				LIABILITIES		Monthly Pa	syment & oft to Pay	U	npeid Balance
list checking and savings account				address of Company	,	\$ Payment	Months	\$	
Name and address of Bank, S&L, or C BANK OF AMERICA	Arean Union	1	AMERICA	in GRL Finance					
				205009004273850		220		Ļ	7,040
Acct. no.	5	500	- Name and CARICO I	address of Company		\$ Payment	Months	\$	
Name and address of Bank, \$&L, or C	redit Unior	•							
			Acct. no. 4	4963		68		-2	1,294
Acct. no.	\$		- Lemma stud	address of Company		\$ Payment	MATERIAL STATES	]	
Name and address of Bank, S&L, or C	redit Union	•	Acct, no.						
				address of Company		\$ Payment/	Months	\$	
icct no.	5								
tocks & Bonds (Company ame/number description)	5								
			Acct. no. Name and	address of Company		\$ Payment/	Months	\$	·
ife insurance net cash value	\$		7			1		ŀ	
ace amount; \$			_			}			
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teal estate owned (enter market value rom schedute of real estate owned)	\$		Name and	address of Company		S Payment	Mönürs	5	
Jested interest in retirement fund	\$		_			]		]	
vel worth of business(es) owned attach financial statement)	S		Acct. no.			╡			
uitomobiles owned (make and year) 2000 LEXUS	\$	15,000	Alimony/Ch Maintenand	alid Support/Separate to Payments Owed to	);	\$			
Other Assets (itemize)	\$	20,000	Job-Related	d Expense (child care	, union dues, etc	3 \$			
	1			hly Payments		\$	288	17 "	To 122
Total Assets a.	5	35,500	Net-Worth	;:**S,≅>{; s	27,168	Total Liabi	lities b.	3	8,334
Schedule of Real Estate Owned (if add	<u></u>					<del></del>	insura	nce.	
Property Address (enter S if sold, PS is sale or R if rental being held for income	pending	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Mainter Taxes 8		Net Rental Income
			\$	s	s	\$	3		<u>s</u>
							<u> </u>		
		Totals	s	s	s	\$	s		5

· · · · VII. D	ETAILS OF T	RANSACT	ION_ATS	W.A.		· · · · · · · · · · · · · · · · · · ·	TVIIL DECLARATION	Sign		_		_
a, Purchase pric	C8		\$ 345,0	00,00		"Yes" to any quest			Borr	)W87	Co-Bor	TOW
b. Alterations, in	nprovements, re	pairs				ntinuation Sheet fo	•		Yes		Yes	
c. Land (if acqui	ired separately)				a. Are there an	ry outstanding judgm	ents against you?			V,		₽
d. Refinance (in	cl. debts to be po	aid off)			b. Have you be	en declared bankrup	ot within the past 7 years?			V		
e. Estimated pre	epaid Items						d upon or given title or deed	in lieu thereof		Ø		
f. Estimated clo	sing costs		10	76.00	In the last 7	years?						
g. PMI, MIP, Fu				10.00	d. Are you a pa	arty to a lawsuit?				$\mathbf{V}$		
h. Discount (if B		1			e. Have you di	rectly or indirectly be	en obligated on any loan whi	ch resulted in		Ø		
	dd items a throu		245.0	76.00			u of foreclosure, or judgmen					
j. Subordinate fi			340,0	70,00	lanz, educations	de such loans as home Il loans, manufactured	mortpage loans, SBA loans, hor (mobile) home loans, any mo Yes," provide detalle, including s	ne improvement Itgage, financial				
k. Borrower's ck		In Saller	<del></del>		obligation, bond, address of Landar	or losa guarantee. It " r. FHA or VA case numi	Yes," provide details, including a ber, if any, and reasons for the av	late, name and ction.)				
I. Other Credits		Dy Clouds					default on any Federal deb			Z		
i. Ozni Godin	fortunal						on, bond, of loan guarantee? the preceding question.	•				_
				- 1	g. Are you obliq	pated to pay allmony	, child support, or separate r	nzintenance?		図		
			ĺ		h. Is any part of	f the down payment I	borrowed?			<b>W</b> .		
New First Mor	rtgage		276,0	00.00	i. Are you a co	-maker or endorser	on a note?	**********		82		
					J. Are you a U.	S. citizen7				120		
m. Loan amount Funding Fee fi		UP,			k. Are your pe	emanent resident ali	en?		W			⊐
n. PMI, MIP, Fur		nd	69,0	00.00		nd to occupy the pi letr question in below.	roperty 25 your primary rea	Ildence?	V	미		
			<del></del>				est in a property in the lest th		<b>I</b>			
o. Loan amount	(add m & n)			- 1			ı own-principal residence (PF	ι).	PI	.	•	
			69,0	00.00		ome (SH), or invasin	ome-solely by yourself (S),			<u></u>		_
p. Cash from/to !	Borrower (subtra	sctj,k,i&	4.0	76.00	, ,		or jointly with enother persor	(O)?		<u>.</u>		
o (tom i)												_
Each of the unders and agrees and ac- legitigent misrepres aliance upon any m if Title 18, United S lescribed in this app- sidential mortgag lectronic record of ety on the informat ave represented in	knowledget that: tentation of this in misrepresentation States Code, Sec. plication; (3) the pri e loan; (5) the pri f this application, tion contained in it erein should chan	(1) the information co- that I have in . 1001, et ser- operty will no operty will be whether or in the application ge prior to the	o Lander and to mation provided nation provided nation of this to nation of the toan to used for any procupied as if not the Loan is on, and I am ob- paint of the Loan part of the Loan	CKNO\ to Lended in this  expelication  requests  y tileget of  indicated  approve  bligated  in; (8) in	er's actual or pote application is tru- ion may result in a, and/or in crimin- ad pursuant to th- or prohibited purp if in this applicati- ed; (7) the Lende to amend and/or the event that my	ential agents, brokers se and correct as of civil liability, including all pensities including all pensities including all septiments of the "Lo ore, (8) the Lender, it is and its agents, bro supplement the Info y payments on the Lo	MENT:  , processors, attorneys, interthe dais est forth opposite in ymonetary dameges, to any i, but not limited to, the or immon! will be accured by a memorats made in this applicable is servicers, successors or as lokers, insurers, servicers, surmation provided in this applicable and become delinquers, the Le	ners, servicers, by signature at parson who m prisonment or origage or dan are made for origan may not occasion and a cation if any o nder, its service	nd that by suff both us id of the the pu ain the assigna if the r ers, su	soons any inder to ust on coose original constructions or constructions or coose or	intention y loss di he provi i the pro of obtain sal and/ continu si facts: ors or a	al or sions party or ar ously that
each of the unders and agrees and acceptant agrees adjacent misses and and a second and a second and a second and a second at this appearance of a second of any on the information to a 9 ownership of the enforcer, successor of this does recordingly, or polication were defined the property of the second and a second a second and a second a sec	signed specifically improved that the restallation of this in instrumentation of this in instrumentation of this in States Code, Sec. Toda, Sec	(1) the infontion not that I have in . 1001, at servery will not operty will not operate and remedies a inistration of it made any in "electronic in insmission of my original w	D. Act of Lender and 1: made on this apade on this apade on this apade on this apade on the Loan is on the Loan is on the Loan is on, and I am ob sing of the Loan account on the Loan account of the Loan acc	CKNOV to Lende d in this spplication request plication request indicated approve bigated in; (a) in relating in draw in warran ing my "e in contain request relating	or's actual or pote application is ris application is ris on may result in , and/or in crimin and pursuant to the or profublish purport in this application of (7) the Lende to amend end/or the event that the event the etransferred with y, express or in lectronic signature inling a facsimile or application of the second of the second of the transferred with inling a facsimile or application of the profuse transferred with the transferred with the transferred the transferred the transferred the transferred the transferred the transferred the transferred transferred the transferred transferred the transferred transferred the transferred transferr	ential agents, brokens as and correct as of chill Bability, including all pensities including all pensities including as application (the "Loss or use; (4) all statu- tor; (6) the Lender, it in and its agents, bri cupplement the Info payments on the Lo- recy, report my name such notice as may to public, to me regarding by "as those terms are of my signature, shall	i, processors, attorneys, how the dale set forth opposite in y monetary dameges, to any i, but not limited to, the or fin oun? will be accured by a sensents made in this upplicate is servicers, successors or as idens, insurers, servicers, sur mation provided in this appl an become delinquent, the La and account information to one required by law; (10) neithe go the property or the continue be defined in applicable faders it be as effective, enforceable	rers, servicers, by signature at person who m prisonment or origage or dea nage made for signs may relicessors and a coston it any o noter, its service to or more con to or value of it and or state it and valid as	succe and that ay suff both us id of the title pu ain the issigna- if the r ers, su isumer agent the pro- laws (e if a pu	spors any i for any nder to ust on cosse origin may natoria cosse repor s, brol perty; excludi iper v	intention y loss di he providing pro- of optital continu si facts: One of a ting age vers, ins- and (1' ing audi oraion o	al o ue to sion part part ousl that ssign mole uren to ship this state of this
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# EXHIBIT C

### **GOOD FAITH ESTIMATE**

Applicants:

CIBNEY R BELLO

Prepared By:

Property Addr: 612 N NEVADA WAY, Gilbert, AZ 85233

Application No: BELLOCIBNEY80

Date Prepared: 05/08/2006

Loan Program:

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your lozn. The fees listed are estimates actual charges may be more or less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered trass

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04	Credit Report							
05	Lender's Inspection Fee	<u> </u>						
08	Mortgage Broker Fee		··-···					
09	Tax Related Service	Fee					75.00	
10	Processing Fee						695.00	
11	Underwilling Fee						450.00	
12	Wire Trensfer Fee							
	LENDER FEE						375.00	
	APPLICATION FEE						295.00	
	WAREHOUSE LINE						150.00	
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These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA). Additional information can be found in the HUD Special information Booklat, which is to be provided to you by your mortgage broker or lender, if your application is to purchase realdential real property and the lender will take a first lien on the property. The undersigned acknowledges receipt of the booklat "Settlement Costs," and if applicable the Consumer Handbook on ARM Mortgages.

Applicant CIBNEY R BELLO Applicant Date

Calyx Form gfe2.frm 11/01

EXHIBIT C-1

### **GOOD FAITH ESTIMATE**

Applicants:

CIBNEY R BELLO

Property Addr: 612 N NEVADA WAY, Gilbert, AZ 85233

Loan Program:

Application No: BELLOCIBNEY20

Date Prepared: 06/08/2006

Prepared By:

The information provided below reflects estimates of the charges which you are likely to incur at the sattlement of your loan. The fees listed are estimates-ectual charges may be more or less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered fines

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02	Loan Discount						
03	Appraisal Fee						
04	Credit Report						
05	Lender's Inspection Fe	•					
08	Mortgage Broker Fee						
909	Tax Related Service	Fee					
		100					299.00
10	Processing Fee						
111	Underwriting Fee						
12	Wire Transfer Fee						F 40
	FLOOD CERTIFICA	TION FEE					5.00
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101	Closing or Escrow	en.				\$	300.00
105	Document Preparation	Lag.					
106	Notary Fees						
107	Attorney Fees						
108	Title Insurance:						302.00
	ENDORSEMENT F	:E					100.00
		<u> </u>					20.00
	WIRE FEE						25.00
	EMAIL DOC FEE						25,00
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201	Recording Fees:					\$	25.00
202	City/County Tex/Stamp	···		<del></del>			
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203	State Tax/Stamps:						
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1300)	ADDITIONAL SERTE	MENTICHARGE	5.410.211.211.51.314.51	3831546m145	) <b>T</b> (42801722)	S CALLES	ajnusa .PFC .S∀F.
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1300:	Pest Inspection  ITEMS?REQUIRED EInterest for Mortgage Insurance Preventing Francisco Preventing Fee  WA Funding Fee WA Funding Fee WA Funding Fee Mortgage Ins. Pramiur School Tex Taxes and Assessmer Flood Insurance Rese	AX::LENDER::TO:  days remium  TED::WITHFLEN miums in Reserves rves  MENT CHARGE EDED TO CLOSE	DER PAID IN ADVA	NOED 2209875 20.9875 20.9875 he @ \$	Estimated Closing  per day  70.47 per mon	Sets	1,076.00 1,076.00 1,076.00 NTHEY, PAYMENT: 1,528,
1300:	Pest Inspection  TEMS?REQUIRED CENTER  Interest for Mortgage Insurance Pre VA Funding Fee  VA Funding Fee  VA Funding Fee Mortgage Insurance Pre Mortgage Insura	AV. LENDER: TO:  days remium  TED JWITH LEN miums In Reserves In Reserves IN LENDER: TO:  MENT CHARGE  345,000.00 69,000.00 1,076,00	DER PAID IN ADVA	NOED 2209875 20.9875 20.9875 he @ \$	Estimated Closing  per day  70.47 per mon	Costs  \$ APP-SCALL STAT-SCALL STATE  The Soft	1,076.00 1,076.00 1,076.00 NTHE V. PAYMENT: 1,528.2 654.3 70.4 215.6
1300:	Pest Inspection  ITEMS?REQUIRED EInterest for Mortgage Insurance Preventing Francisco Preventing Fee  WA Funding Fee WA Funding Fee WA Funding Fee Mortgage Ins. Pramiur School Tex Taxes and Assessmer Flood Insurance Rese	AV. LENDER: TO:  days remium  TED JWITH LEN miums In Reserves In Reserves IN LENDER: TO:  MENT CHARGE  345,000.00 69,000.00 1,076,00	DER PAID IN ADVA	NOED 2209875 20.9875 20.9875 he @ \$	Estimated Closing  per day  70.47 per mon	Costs  S  S  S  S  S  S  S  S  S  S  S  S  S	1,076.00 1,076.00 1,076.00 NTHEY PAYMENT: 1,528.2 654.3
1300:	Pest Inspection  ITEMS?REQUIRED EInterest for Mortgage Insurance Preventing Francisco Preventing Fee  WA Funding Fee WA Funding Fee WA Funding Fee Mortgage Ins. Pramiur School Tex Taxes and Assessmer Flood Insurance Rese	AV. LENDER: TO:  days remium  TED JWITH LEN miums In Reserves In Reserves IN LENDER: TO:  MENT CHARGE  345,000.00 69,000.00 1,076,00	DER PAID IN ADVA	NOED 2209875 20.9875 20.9875 he @ \$	Estimated Closing  per day  70.47 per mon	Costs  \$ APP-SCALL STAT-SCALL STATE  The Soft	1,076.00 1,076.00 1,076.00 NTHE V. PAYMENT: 1,528.2 654.3 70.4 215.6
1300:	Pest Inspection  ITEMS?REQUIRED EInterest for Mortgage Insurance Preventing Francisco Preventing Fee  WA Funding Fee WA Funding Fee WA Funding Fee Mortgage Ins. Pramiur School Tex Taxes and Assessmer Flood Insurance Rese	AV. LENDER: TO:  days remium  TED JWITH LEN miums In Reserves In Reserves IN LENDER: TO:  MENT CHARGE  345,000.00 69,000.00 1,076,00	DER PAID IN ADVA	NOED 2209875 20.9875 20.9875 he @ \$	Estimated Closing  per day  70.47 per mon	Costs  S  S  S  S  S  S  S  S  S  S  S  S  S	1,076.00 1,076.00 1,076.00 NTHE V. PAYMENT: 1,528.2 654.3 70.4 215.6
1300:	Pest Inspection  ITEMS?REQUIRED EInterest for Mortgage Insurance Preventing Francisco Preventing Fee  WA Funding Fee WA Funding Fee WA Funding Fee Mortgage Ins. Pramiur School Tex Taxes and Assessmer Flood Insurance Rese	AV. LENDER: TO:  days remium  TED JWITH LEN miums In Reserves In Reserves IN LENDER: TO:  MENT CHARGE  345,000.00 69,000.00 1,076,00	DER PAID IN ADVA	NOED 2209875 20.9875 20.9875 he @ \$	Estimated Closing  per day  70.47 per mon	Costs  S  S  S  S  S  S  S  S  S  S  S  S  S	1,076.00 1,076.00 1,076.00 NTHLY PAYMENT: 1,528.2 554.5 704.2 215.6 36.0
1390° 1302 13	Pest Inspection  ITEMS?REQUIRED EInterest for Mortgage Insurance Preventing Francisco Preventing Fee  WA Funding Fee WA Funding Fee WA Funding Fee Mortgage Ins. Pramiur School Tex Taxes and Assessmer Flood Insurance Rese	AV. LENDER LTO.  days remium mium  TED 3WITH LEN miums in Reserves ryes  MENT CHARGE 345,000.00 68,000.00 1,075,30 0,00	DER PAID IN ADVA	NOED 2209875 20.9875 20.9875 he @ \$	Estimated Closing  per day  70.47 per mon	Costs  S  S  S  S  S  S  S  S  S  S  S  S  S	1,076.00 1,076.00 1,076.00 NTHE V. PAYMENT: 1,528.2 654.3 70.4 215.6

erty HUD Special information Booklet, which is to be provided to you by your mortgage broker or lender, if your application is to purchase residential real part in the lender will take a first lien on the property. The undersigned acknowledges receipt of the booklet "Settlement Costs," and if applicable the Consumer Handbook or ARM Mortgages.

Data Date Applicant Applicant CIBNEY R BELLO

Calyx Form gfe2.frm 11/01

**EXHIBIT D** 

A. Settlement Statement		epartment of Housing ban Development			OM8 Approval No. 2502-0265		
3. Type of Loan	did Olac	2010.07					
!.	6. File Number:		7. Loan Number: 01-009630	01-009630		8. Mortgage Insurance Case Number:	
C. Note: This form is furnished to give you a state marked – (p.o.c.)" were paid outside the	ement of actual sett	lement cost own here fo	ts. Amounts paid or informational pu	to and by ti rooses and	he settlemen are not inclu	it agent are shown. Items ded in the totals.	
	E. Name & Address of Seller:			F. Name & Address of Lender: PACIFIC GOLD MORIGPGE GROUP, LLC 2828 N. CENTRAL AVE STE 100 PHOENIX, ARIZONA 85004			
	<del></del>	U Catela	ment Agents (72)		z mimi	E ACENCY	
S. Property Location: 612 N NEVADA WAY		H. Settlement Agent: CAMELE			K TITD	E WGENCI	
GILBERT, ARIZONA 85233		Place of Settlement: 2920 N. 7TH STREE PHOENIX, AZ 85012		er suffe 110   (		I. Settlement Date: 06/08/2006	
. Summary of Borrower's Transaction		K. S	ummary of Seller's	Transactio	n		
100. Gross Amount Due From Borrower		400.	Gross Amount Du	e to Seller			
101. Contract sales price	345,000.	00 401.	Contract sales price	ce		345,000.00	
102. Personal property		402.	Personal property				
103. Settlement charges to borrower (line 1400)	8,914.						
104.		404.					
105.		405.		<del></del>			
Adjustments for items paid by seller in advance			itments for Items ;	ald by selle		<u>'</u>	
106. City/town taxes to			City/town taxes		. to		
107. County taxes to			County taxes		to		
10B. Assessments to			Assessments		to		
109.		409.					
110.		410.					
111.		412.					
112.		712.					
120. Gross Amount Due From Borrower	353,914.	,56 420.	Gross Amount Du	e To Seller		345,000.00	
200. Amounts Paid By Or In Behalf Of Borrower			Reductions in Am	ount Due T	o Seller		
201. Deposit or earnest money	2,500	.00 501.	Excess deposit (s	e instructio	ons)		
202. Principal amount of new loan(s)	276,000	- FAB	Settlement charge	s to seller	(line 1400)		
203. Existing loan(s) taken subject to			Existing loan(s) ta	ken subject	to		
204. Second mortgage loan	69,000	.00 504.	Payoff of first mo	rtgage loan			
			Principal Balance	\$			
			Interest Adjustme				
			Reserves Cre	dit Det	ficit \$		
	5 000	00 505	Payoff of second	mortgage Id	oan .		
205. SELLER CONTRIBUTION	6,000	.00  303.	Principal Balance				
	<del></del>	<del></del>	Interest Adjustme				
206.			Second mortgage	Toan to E	scrrower		
207.		507. 508.					
208.		509.					
209.			stments for Items	unpaid by s	eller		
Adjustments for items unpaid by seller 210. City/town taxes to	<del></del>		City/town taxes		10		
	<del>   </del>		County taxes		to		
211. County taxes to 212. Assessments to			Assessments		to		
213.		513					
214.		514.					
215.		515.			******		
216.	<del></del>	516					
217.	<del></del>	517.					
218.		518	,				
219.		519					
	353,500	.00 520	. Total Reduction	Amount Du	e Seller	.00	
220. Total Paid By/For Borrower	1 333,300		. Cash At Settleme			. 1	
300. Cash At Sattlement From/To Borrower	252 014		. Gross amount du			345,000.00	
301. Gross Amount due from borrower (line 120) 302. Less amounts paid by/for borrower (line 220)	353.914		Less reductions i	n amt. due	seller (line 5		
202. 1992 dilibritz bein partor portored file 550)	353,500	100				245 000 00	
303, Cash 🔀 From 🔲 To Borrower	414	,56 603	. Cash 🔯	TO [	From Seller	, , , , , , , , , , , , , , , , , , ,	

	Paid From	Paid From
Division of Commission (line 700) as follows:	Borrower's	Seller's Funds at
01. <b>\$</b> to	Funds at Settlement	Settlement
02. <b>\$</b>		
03. Commission paid at Settlement		
00. Items Payable in Connection With Loan		
01. Loan Origination Fee		
02. Loan Discount \$2,951.50 to: PACTETC GLID MORICAGE GROUP, LLC	2,951.50	
	350.00 POC/B	
04. Credit Report		
05. Lender's Inspection Fee		
06. Mortgage Insurance Application Fee 07. Assumption Fee		
	75.00	
08. TAX SERVICE FEE to: PGMG, LLC  09. PROCESSING FEE to: PACIFIC GOLD MORTGAGE G		
10. UNDERWRITING FEE to: PGMG, LLC	450.00	
11. LENDER FEE to: PGMG, LLC	375.00	
12. APPLICATION FEE to: PACIFIC GOLD MORTGAGE	GROUP, LLC 295,00	
13. WAREHOUSE LINE to: PGMG, LLC	150.00	
14. DOC. PREP. FEE to: PGMG, LLC	50.00	
15. WIRE FEE to: CAMELBACK TITLE AGENCY	40.00	
16. ENDORSEMENT FEE to: CAMELBACK TITLE AGENCY	150.00	
17. EMAIL DOC FEE to: CAMELBACK TITLE AGENCY	25.00	
00. Items Required By Lander To Be Paid In Advance	1	
01. Interest from 06/09/06 to 07/01/06 @ \$ 45.7479 /day	1,006.45	
02. Mortgage Insurance Premium for months to	045 61	
03. Hazard Insurance Premium for years to ATRIME INTENTITY	845.61	
04. years to		
05.		····
000. Reserves Deposited With Lander  001. Hazard insurance months @ \$ per	month	
- Total	month	
OOL. Militage militage	month	
oos: only property takes	month	
Vol. County property and	month	
	month	
007. months @ \$ per	month	
008. months @ \$ per	month	
009.		
100. Title Charges		
101. Settlement or closing fee to: CAMELBACK TITLE AGENCY	694.00	
102. Abstract or title search		
103. Title examination		
104. Title insurance binder		
105. Document preparation	150,00	*******
106. Notary fees to: CAMELBACK TITLE AGENCY 107. Attorney's fees	150.00	
(includes above items numbers:	<u> </u>	
108. Title insurance to: CAMELBACK TITLE AGENCY	772.00	
(includes above items numbers:	)	
109. Lender's coverage \$		
110. Owner's coverage \$		
111.		
112.		
113.		·
200. Government Recording and Transfer Charges		
2011 100013113 1001	ses \$55.00	
202. City/county tax/stamps: Deed \$ ; Mortgage \$		
203. State tax/stamps: Deed \$ ; Mortgage \$		
204.		
205.		
300. Additional Settlement Charges		
301. Survey		
302. Pest inspection		
303. MESSENGER FEE to: CAMELBACK TITLE AGENCY	80.00	
304. ELECTRONIC RECORDING FEE to: CAMELBACK TI		
PDECINONIC VECOIDING I DE CO. GIBIDIO.		
1305. FLOOD CERTIFICATION FEE to: PGMG, LLC	15.00	

\*\*SEE ATTACHED ADDENDUM TO HUD-1 form HUD-1 (3/86)

ref. Handbook 4305.2 Previous editions are obsolete ocMagic & Perma 800-849-1362 www.docmagic.com

## **ADDENDUM TO HUD-1**

Loan Number: 01-009630

File Number:

. Bourdwer: CIBNEY K BELLO

Paid From
Borrower's Seller's
Funds at Funds at
Settlement Settlement

1300. ADDITIONAL SEITLEMENT CHARGES
SHIPPING FEE to: FGMG, LLC

25.00

ADDENDUM TO HUD-1 05/10/04	Page 1		DocMagic CForms 200-549-1362 www.docmagic.com
Signature .	Date	Signature	Date
Signature	Date	Signature	. Date
Signature CIBNEY R BELLO	Date	Signature	Date